THIRTEENTH ANNUAL REPORT OF THE NATIONAL LABOR RELATIONS BOARD

FOR THE FISCAL YEAR ENDED JUNE 30

1948


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LETTER OF TRANSMITTAL

NATIONAL LABOR RELATIONS BOARD,
Washington, D. C., January 3, 1949.

SIR: As provided in section 3 (c) of the Labor Management Relations Act, 1947, I submit herewith the Thirteenth Annual Report of the National Labor Relations Board for the year ended June 30, 1948, and, under separate cover, lists containing the names, salaries, and duties of all employees and officers in the employ or under the supervision of the Board.

PAUL M. HERZOG, *Chairman.*

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

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THE FIRST YEAR'S ADMINISTRATION OF THE LABOR MANAGEMENT RELATIONS ACT

A. ADMINISTRATIVE DEVELOPMENTS AT THE BOARD

1. Introduction

DURING the fiscal year ending June 30, 1948, the National Labor Relations Board was reorganized in accordance with requirements of the amendments to the National Labor Relations Act. The Board was increased from three to five members. The Review Division was abolished. The position of General Counsel, filled by presidential appointment with the approval of the Senate instead of by designation of the Board, was vastly altered in authority and responsibility. A new set of rules and regulations was adopted. Numerous changes were made in procedure and organization structure.

The term "Board" acquired a specialized as well as a general meaning. While the National Labor Relations Board is still the name of the agency as a whole, it became necessary to distinguish the responsibilities and functions of the Board Members from the responsibilities and functions of the General Counsel. Representatives of employers and employees doing business with the agency found it convenient to employ the term "Board" in specifying the Board Members, and the term "Office of General Counsel" in specifying the portion of the agency removed from direct control of the Board Members.

Within a few days after enactment of the Labor Management Relations Act on June 23, 1947, the Board assigned various officers and employees to analyze the new law and its legislative history for the purpose of determining what changes in organization and procedures would be needed. The months of July and August 1947, were devoted largely to preparing to carry out the revised and increased functions of the agency. New rules, new forms, and new instructions to personnel were prepared in advance of August 22, 1947, when the amendments to the act became effective. All regional directors and regional attorneys were assembled in a conference to discuss the new problems encountered and anticipated under the amended act.

Allocation of functions between the Board and the Office of the General Counsel was one of the most important matters concluded before the effective date of the amendments. The law itself did not divide the agency into two separate organizations. On the contrary, Congress had rejected legislation which would have had that effect. However, the amendments clearly intended to separate prosecuting

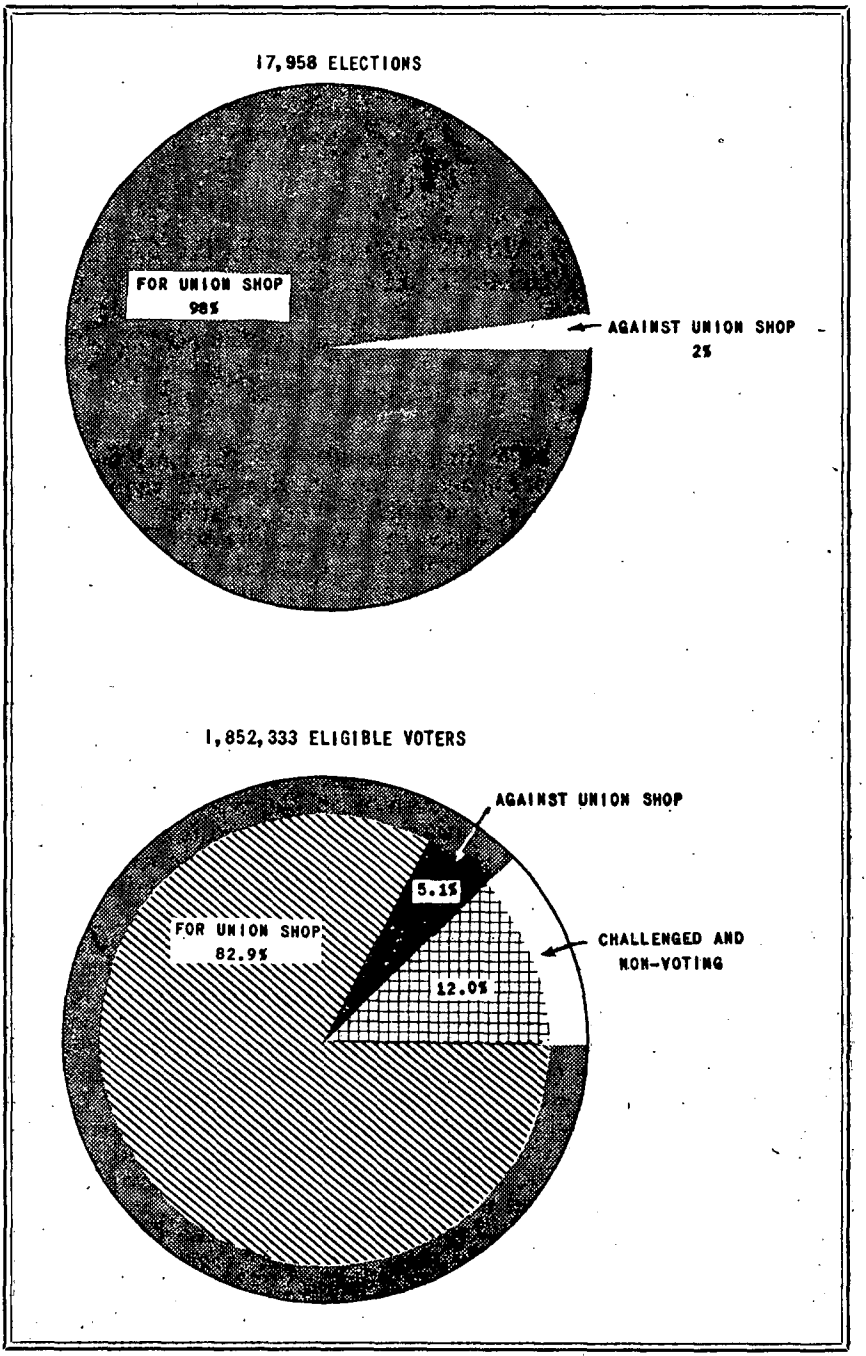


CHART 1.—Union security authorization elections August 22, 1947–June 30, 1948

functions from decision-making functions. The Board and the new General Counsel set out to accomplish this purpose, in a manner which would satisfy the letter and the spirit of the legislation without destroying the identity of the agency as an integrated whole.

It was readily apparent that while the amendments to the act gave the General Counsel final authority over the investigation of unfair labor practice under section 8 of the act, Congress did not clothe him with statutory authority to take any action in connection with representation cases or union-shop authorization elections under section 9 of the act. On the other hand, while Congress assigned responsibility for the investigation of representation cases to the Board members, Congress gave the General Counsel general supervision over officers and employees in the very regional offices that had in the past performed important functions in handling representation cases. The statute contained no provisions that resolved this administrative problem or many similar questions. After exploring them with the General Counsel, however, the Board delegated to him various functions concerning which the law was silent.

After the reorganization, the Board Members functioned primarily as a tribunal for rule making and for deciding cases upon formal records, without exercising responsibility for the preliminary investigation of petitions or charges.

Practically all complaint cases decided by the Board during the year had been tried under the Wagner Act and involved unfair labor practice charges basically similar to others considered by the Board during the preceding 12 years. In deciding the cases, however, the Board resolved new questions of law and policy involved in certain of the amendments, as well as questions of law and policy under those provisions of the statute which had not been changed by the amendments.

Decisions in representation cases were primarily on petitions filed with the agency after the amendments to the act, but also included many matters which arose under the Wagner Act and were still pending upon the effective date of the amendments. Handling of representation cases came to a temporary standstill when the amendments went into effect on August 22, 1947, because of certain new conditions which labor organizations were required to meet before action could be taken on their petitions. When the act went into effect, no labor organizations had yet complied with the requirements that they file specified financial and other data with the Secretary of Labor or with the requirements that their officers file non-Communist affidavits with the Board. Consequently, Board action upon pending petitions had to be held in abeyance for many weeks and was resumed only when the unions achieved compliance. After affording opportunity for all unions to achieve such compliance, the Board dismissed petitions which had been filed by noncomplying unions.

2. Structural and administrative adaptations to the amended act

In performing its decision-making functions, the Board completely reorganized its staff. In the past, a single Review Division had performed for all the Board Members the functions of analyzing records of hearings, reporting cases to the Board, and drafting opinions at the

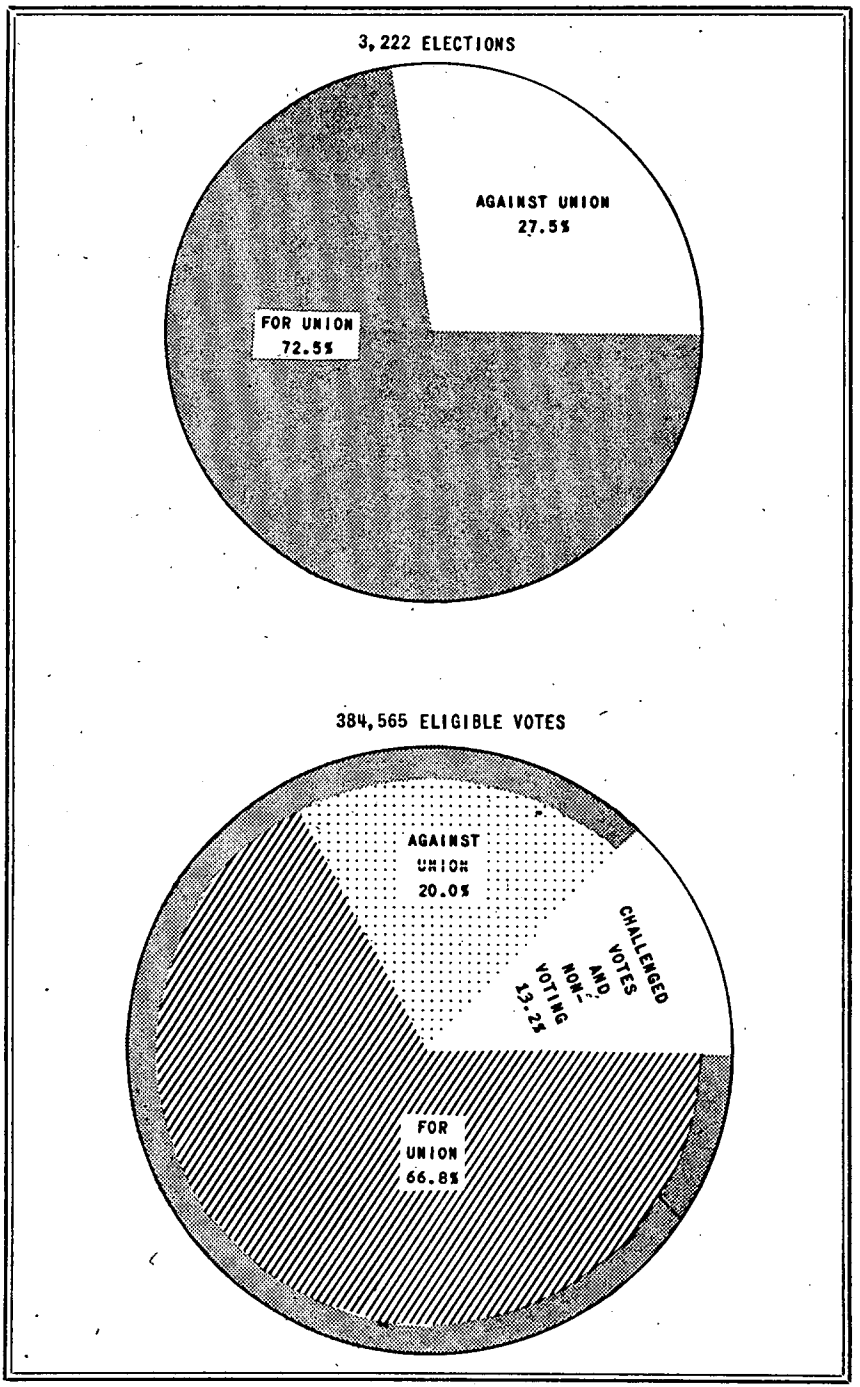


CHART 2.—Collective bargaining elections held during the fiscal year 1948

direction of the Board. The Review Division was abolished by the following amendment to section 4 (a) of the act:

> 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.

With the elimination of the Review Division, the individual Board members assumed the work of reviewing transcripts and writing decisions; and each Board member employed a staff of legal assistants to assist him in performing such duties.[1]

To manage the mechanics of docketing cases, assigning cases, scheduling matters for consideration by the Board Members, and performing miscellaneous coordinating and liasion functions, the Board Members appointed an executive secretary and assistant executive secretary to serve as the administrative and management agents of the Board. A solicitor and assistant solicitor were appointed to serve as the Board's legal officers and advisers on general legal problems.[2]

The Division of Information was preserved with no major changes in functions, but with responsibility for serving the Board and the Office of the General Counsel simultaneously. It makes available such information as the public requires concerning operations and activities of the agency.

The Division of Trial Examiners likewise was preserved with no major changes in functions, except for the enlarged scope of unfair labor practices with which it deals under the amended act. Their independent status already firmly established by provisions of the Administrative Procedure Act passed by Congress in 1946, the individual trial examiners' exercise of independent judgment was further directed by the following amendment to section 4 (a) of the National Labor Relations Act:

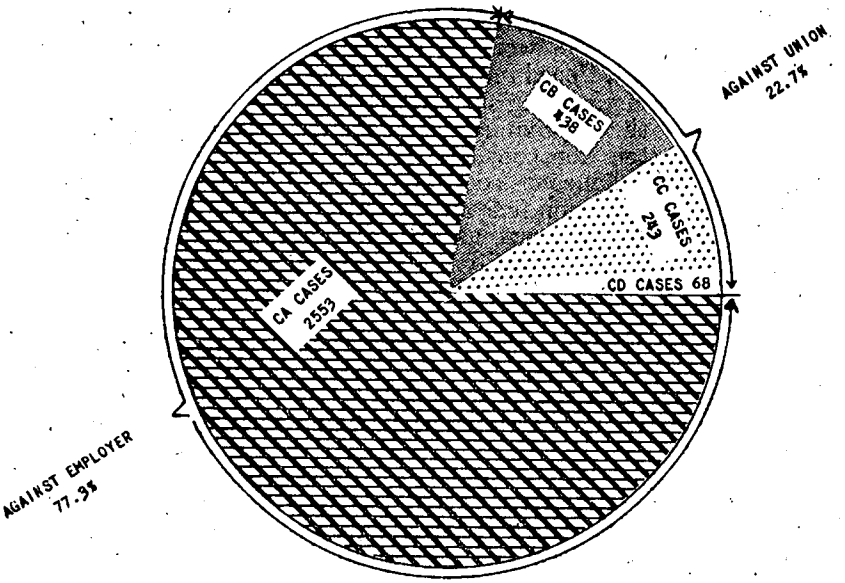
> No trial examiner's report shall be reviewed either before or after its publication, by any person other than a member of the Board or his legal assistant, and no trial examiner shall advise or consult with the Board with respect to exceptions taken to his findings, rulings, or recommendations.

Another amendment, appearing in section 10 (c), provided that a trial examiner's recommended order in any case shall automatically become the order of the Board unless exceptions are filed within a stipulated period.

The decision-making procedures of the Board operate as follows in unfair labor practice cases: Upon issuance of a complaint and notice of hearing by a regional director under the supervision of the General Counsel, the chief trial examiner, or one of two associate chief trail examiners designates a trial examiner to conduct the hearing. In conducting a hearing, the trial examiner functions as a trial judge, regulating the course of the hearing, ruling upon motions, granting applications for subpenas, ruling upon petitions to revoke subpenas, ruling upon offers of proof, and receiving relevant evidence. An official reporter makes a verbatim transcript of the testimony and argument. After the close of a hearing and the study of briefs sub-

[1] Each staff works under the supervision of a chief legal assistant. During the fiscal year the five chief legal assistants were: Mervin N. Bachman, Raymond J. Compton, Louis Libbin, Robert T. McKinlay, and Louis Newman.

[2] Herbert Fuchs served as solicitor during the fiscal year.



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 fron jurisdictinal disputes.

CHART 3.—Unfair labor practice cases filed against employers and unions, August 22, 1947–June 30, 1948

mitted by the parties, the trial examiner prepares and serves upon the parties an intermediate report containing findings of fact, conclusions of law, and recommendations. Upon issuance of the intermediate report the case is transferred from the trial examiner to the Board.

If no exceptions are filed by the General Counsel or any party to the case within 20 days after service of the intermediate report or within such further period as the Board may authorize, the Board enters an order adopting the intermediate report as its own order. If exceptions to the intermediate report are filed with the Board, the executive secretary assigns the case to one Board Member, on the basis of automatic rotation, for complete analysis of the transcript of the hearing and exhibits, the intermediate report, exceptions, and briefs; and he distributes copies of intermediate reports, exceptions, and briefs to the other Board members for their examination. Upon completion of his study of the case with the help of his legal assistants, the assigned Board Member reports the case to his colleagues on the Board and then drafts a decision based upon their conclusions. The draft of decision circulates among other Board Members for approval or revision. Upon approval it is served upon the parties and published.

The decision-making procedures in representation cases are somewhat different. Upon issuance of a notice of hearing by a regional director, the hearing is usually conducted by an officer attached to the regional office, rather than by a trial examiner. By the provisions of section 9 (c) (1) of the act, as amended, the hearing officer is precluded from making any recommendation to the Board. The case is transferred directly to the Board upon close of hearing without service of any report upon the parties. The case is then assigned to a Board Member for analysis and handled to a conclusion with routines similar to those in complaint cases.

Appeals to the Board from regional directors' dismissals of representation petitions, pursuant to section 9 of the act, are analyzed by an Appeals Committee consisting of the chief legal assistants of the five Board Members, with the assistance of the executive secretary and the solicitor. The Appeals Committee makes recommendations to the Board concerning disposition of the appeals, but the Board Members themselves take final action upon the appeals. Except in rare instances, the rulings of the Board upon appeals from administrative actions of regional directors are not announced by signed opinions of the Board Members, but are transmitted to the parties by letter from the executive secretary. The essential facts in any appeal case, together with the conclusion of the Board, are made available to the public through the Division of Information, but normally are not otherwise published by the Board. Usually they involve only reiterations of established Board policy and do not themselves involve resolution of novel questions.[3]

During the first few months of Board operations after the amendments to the act, all members of the Board usually participated in deciding all cases. Early in 1948, however, as policies and principles began to be established, the Board devised a system by which most

[3] Exceptions may be found, however, in the Board's decisions on appeal in *Northern Virginia Broadcasters, Inc.*, 75 N. L. R. B. 11 and in *Giant Food Shopping Center Inc.*, 77 N. L. R. B. 791 in which the Board for the first time expressed itself on basic questions of law and policy under the amended act.

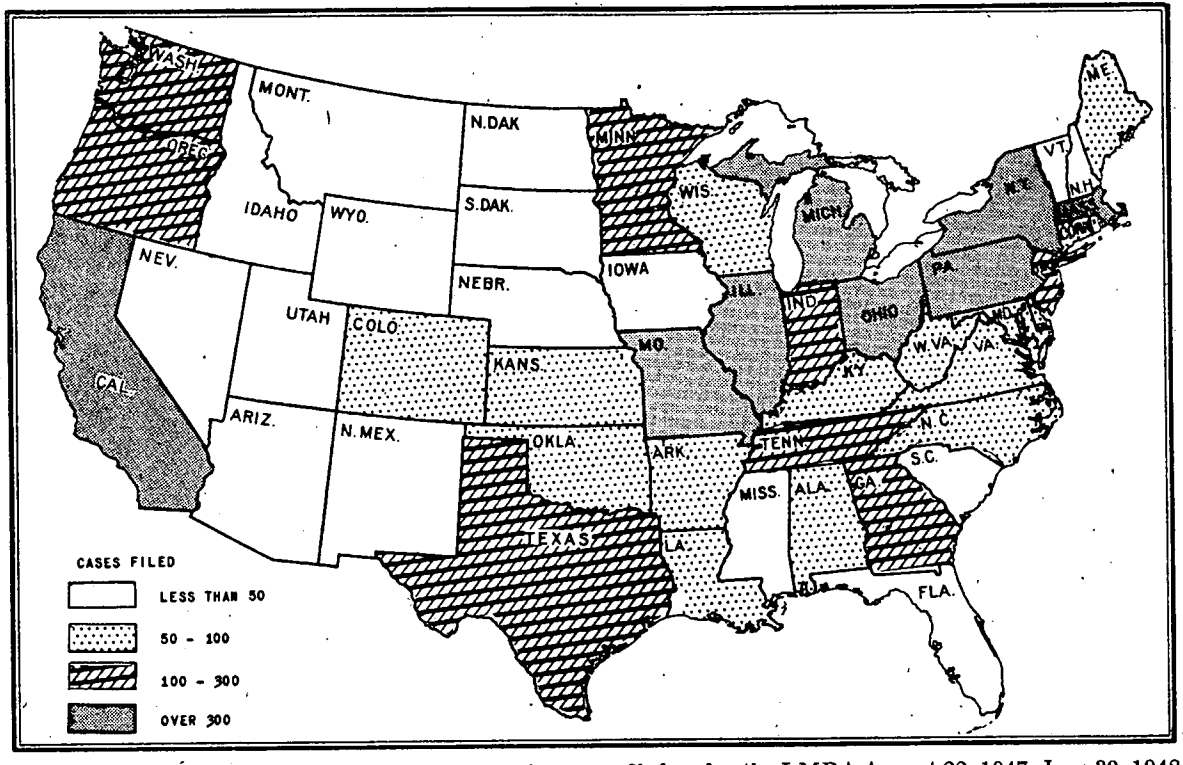


CHART 4.—Geographic distribution of representation cases filed under the LMRA August 22, 1947–June 30, 1948

of its cases could be decided by panels, as contemplated by the following amendments to section 3 (b) of the act:

> 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.

The Board created five panels, each consisting of three members and each Board Member serving on three panels. During the second half of the fiscal year, the great majority of Board decisions were rendered by panels of the Board rather than by the full Board. Cases involving hitherto undecided questions of policy or law continued to be referred to the full Board for decision.

3. The delegation of authority

The Board Members were deprived of some of their earlier responsibilities by the following amendment appearing in section 3 (d) of the act:

> 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 4 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.

Implementing this statutory provision, the Board delegated certain additional powers and functions to the General Counsel consistent with the latter's needs, in the interest of efficient operation of the agency as a whole. A detailed description of the statutory and delegated functions of the General Counsel was recorded in the Federal Register (vol. 13, pp. 654, 655). Some of the more important duties delegated by the Board to the General Counsel are recited below:

Upon direction of and in behalf of the Board, the General Counsel and his staff seek to obtain compliance with orders of the Board in unfair labor practice cases, and initiate enforcement litigation in the appropriate circuit court of appeals when compliance is not achieved. On behalf of the Board the General Counsel also resists petitions for review of Board orders filed under section 10 (e) and (f) of the act.

In accordance with rules and regulations prescribed by the Board, the General Counsel is delegated authority and responsibility to receive and process all petitions for certification, decertification, union-authorization and deauthorization elections filed pursuant to section 9 of the act, and also to perform functions in connection with the preliminary handling of jurisdictional disputes consistent with provisions of section 10 (k) of the act. The authority to seek discretionary injunctions under section 10 (j) was also delegated.

By delegation from the Board, the General Counsel receives and maintains files of the affidavits of union officers required by section 9 (h) of the act, and maintains liaison with the office of the Secretary of Labor in connection with the financial reports that labor organizations are required to file under section 9 (f) and (g) of the act.

Because the General Counsel by statutory provision acquired general supervision over officers and employees in the regional offices and over all attorneys other than legal assistants to Board Members, the Board delegated to the General Counsel the power to appoint all

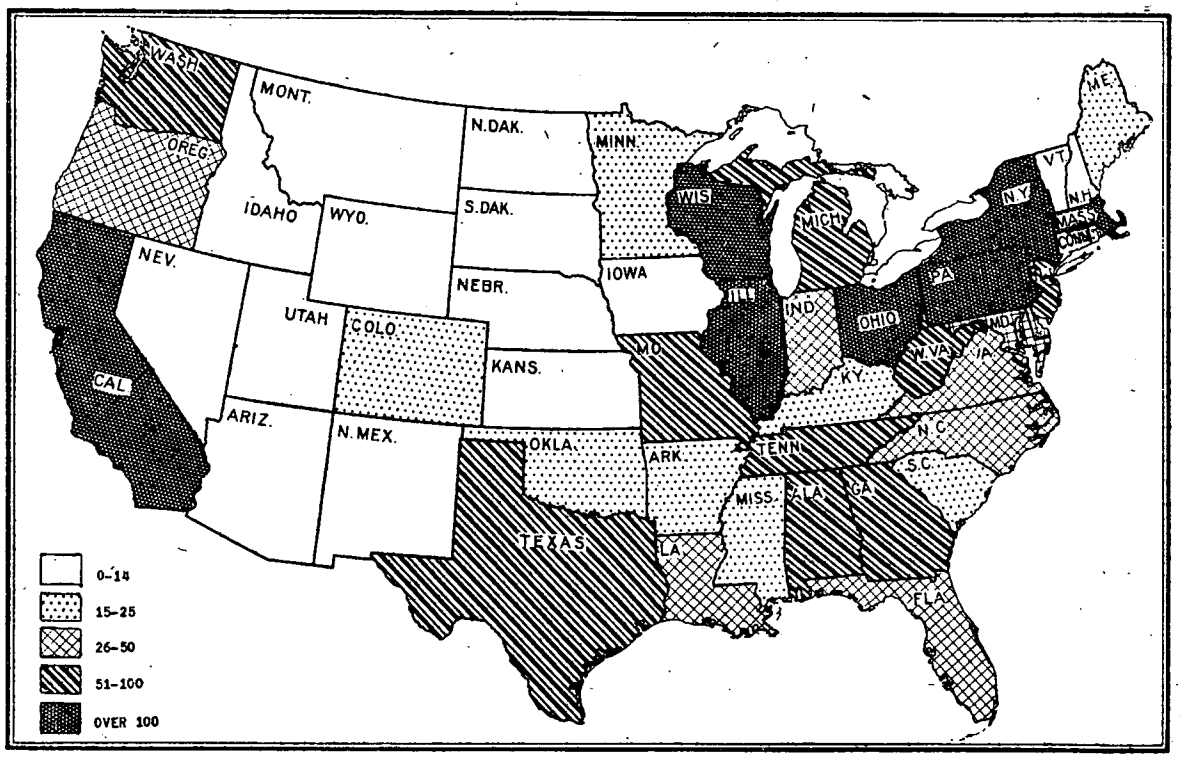


CHART 5.—Geographic distribution of unfair labor practice charges against employers August 22, 1947–June 30, 1948

personnel under his supervision, subject to applicable laws and regulations of the Civil Service Commission. Since it appeared that the large majority of the employees of the agency would be under the supervision of the General Counsel, the Board also delegated to the General Counsel supervisory authority also over such administrative services as accounting, personnel, supplies, stenographic, administrative statistics, budget, and related Washington units.

4. Summary of case activity of the Board

Throughout the year the Board handled a large number of undecided cases which had accumulated during prior fiscal years. When the amendments went into effect on August 22, 1947, there were 201 complaint cases and 237 representation cases pending before the Board Members after issuance of intermediate reports and the close of formal hearings. Most of them required careful study of the applicability of amendments to the statute, and of the legislative history of the amendments, before action on the cases could proceed to a conclusion. Meanwhile, many new types of cases and problems were arising almost daily. Before the Board could succeed in disposing of the backlog of pending cases, the volume of new cases requiring Board action increased to abnormally large proportions.

As a decision-making body, the Board issued formal opinions in 138 contested complaint cases and 663 contested representation cases during the fiscal year. These figures exclude decisions and orders based upon stipulations, rulings upon appeal from dismissal of petitions by regional directors, rulings upon special motions, and decisions on challenged ballots and objections in connection with Board-directed elections.

Set forth in the table below is a statistical summary of the Board actions—excluding rulings on appeals, certifications and dismissals following Board-directed elections, rulings on challenged ballots and objections in connection with Board-directed elections, and actions on interlocutory motions and motions to reconsider decisions previously issued:

Cases received and disposed of by Board Members July 1, 1947–June 30, 1948

	Unfair labor practice cases	Representation cases [1]	Total
On hand July 1, 1947	200	239	439
Cases received during fiscal year ending June 30, 1948:			
Contested	115	958	1,073
Stipulated	20	1,088	1,108
Total	135	2,046	2,181
Cases disposed of during fiscal year 1948:			
Contested	138	663	801
Stipulated	20	1,065	1,085
Otherwise [2]	36	157	193
Total	194	1,885	2,079
On hand July 1, 1948	141	400	[3] 541

[1] Includes petitions for union-shop authorization votes under sec: 9 (e), as well as representation petitions under sec. 9 (c).

[2] Includes cases closed by compliance with intermediate report after transfer to Board, withdrawals, and cases in which intermediate report was adopted by Board in absence of exceptions.

[3] This figure was reduced to 424 by Dec. 1, 1948. Only 10 of these cases, all involving unfair labor practices, had been transferred to the Board Members before Aug. 22, 1947.

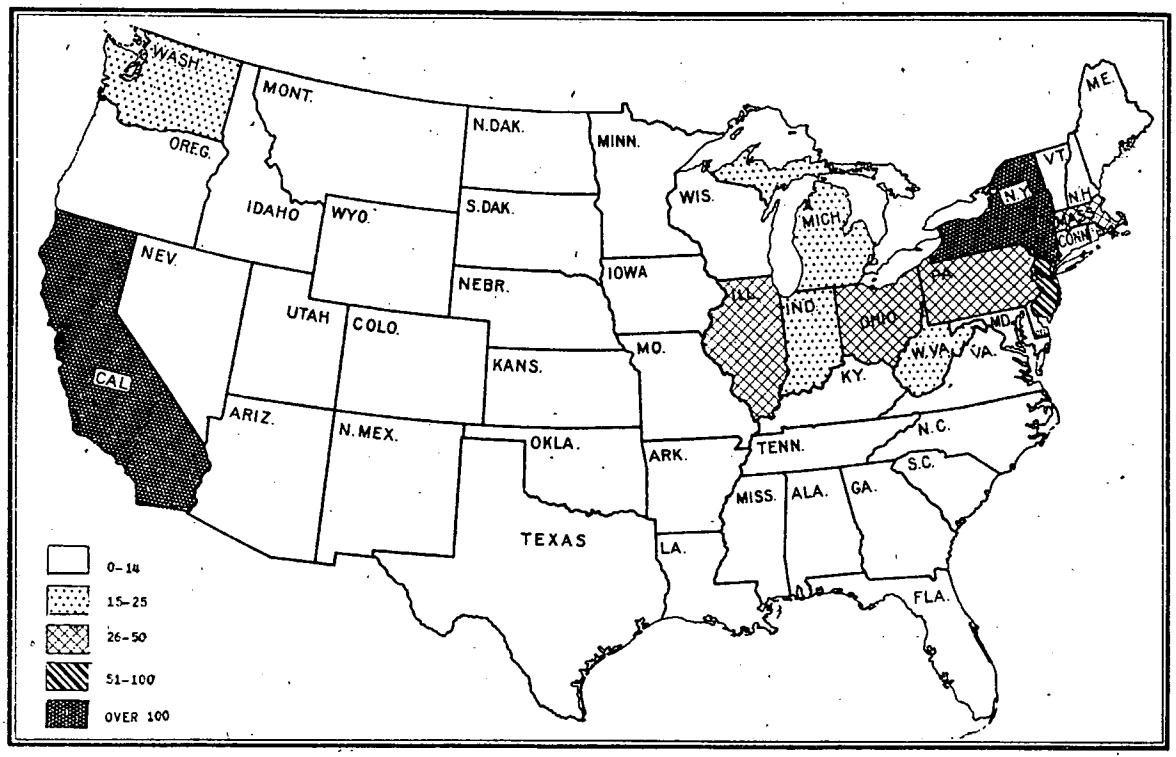


CHART 6.—Geographic distribution of unfair labor practice charges against unions August 22, 1947–June 30, 1948

Activities of the Division of Trial Examiners in handling complaint cases during the fiscal year are shown in the table below. This table does not reflect work done by trial examiners on special assignment in connection with occasional representation hearings:

Activity of trial examiners in complaint cases during fiscal year ending June 30, 1948

Cases on hand July 1, 1947	139
Cases received	243
Cases disposed of by issuance of intermediate report	115
Settled or withdrawn	[1] 80
Cases on hand June 30, 1948	
Hearing dates set	102
Reports awaiting issuance	51
Hearings postponed indefinitely	18
Cases settled—awaiting Board approval	16
Total	187

[1] This figure reflects number of cases settled or complaints withdrawn after case was scheduled for hearing. It includes cases settled or complaints withdrawn before and after hearings opened.

5. Congressional committee hearings

During May and June 1948, the Joint Committee on Labor Management Relations conducted public hearings. In response to a request of the committee Paul M. Herzog, Chairman of the Board testified concerning some of the activities of the Board. On May 24, 1948, the Chairman testified that the administrative burden on Board agents in the field in connection with the conduct of union-shop authorization elections had become extremely heavy; he indicated that the Board would welcome the enactment of the Ives Bill (S. 2614) which would have amended the act by eliminating the requirement that a union-shop authorization election be held before a union-shop contract could be valid for purposes of the proviso to section 8 (a) (3) of the act as amended.

On June 11, 1948, Chairman Herzog testified concerning other operating problems of the Board. He took the position, in behalf of the Board Members, that the agency was free to, and should, use its discretion in certain situations involving local enterprises by declining to exercise jurisdiction.

B. ADMINISTRATIVE DEVELOPMENTS IN THE OFFICE OF THE GENERAL COUNSEL

In order to carry out the duties of his office as outlined above the General Counsel established four major divisions: the Division of Law, which functions as the law department of the General Counsel's Office; the Division of Policies and Appeals, which recommends policy and reviews complaint case appeal; the Division of Operations, which directs the operations of the regional offices of the agency; and the Division of Administration, which furnishes budget, personnel, statistical, office, and similar services. There is also situated within the Division of Administration a unit for processing non-Communist affidavits and issuing certificates of compliance in connection with section 9 (f), (g), and (h). In addition, the Division of Information serves the General Counsel (as well as the Board) in matters of press relations and preparation and dissemination of information to the public concerning the activities of the General Counsel's Office.

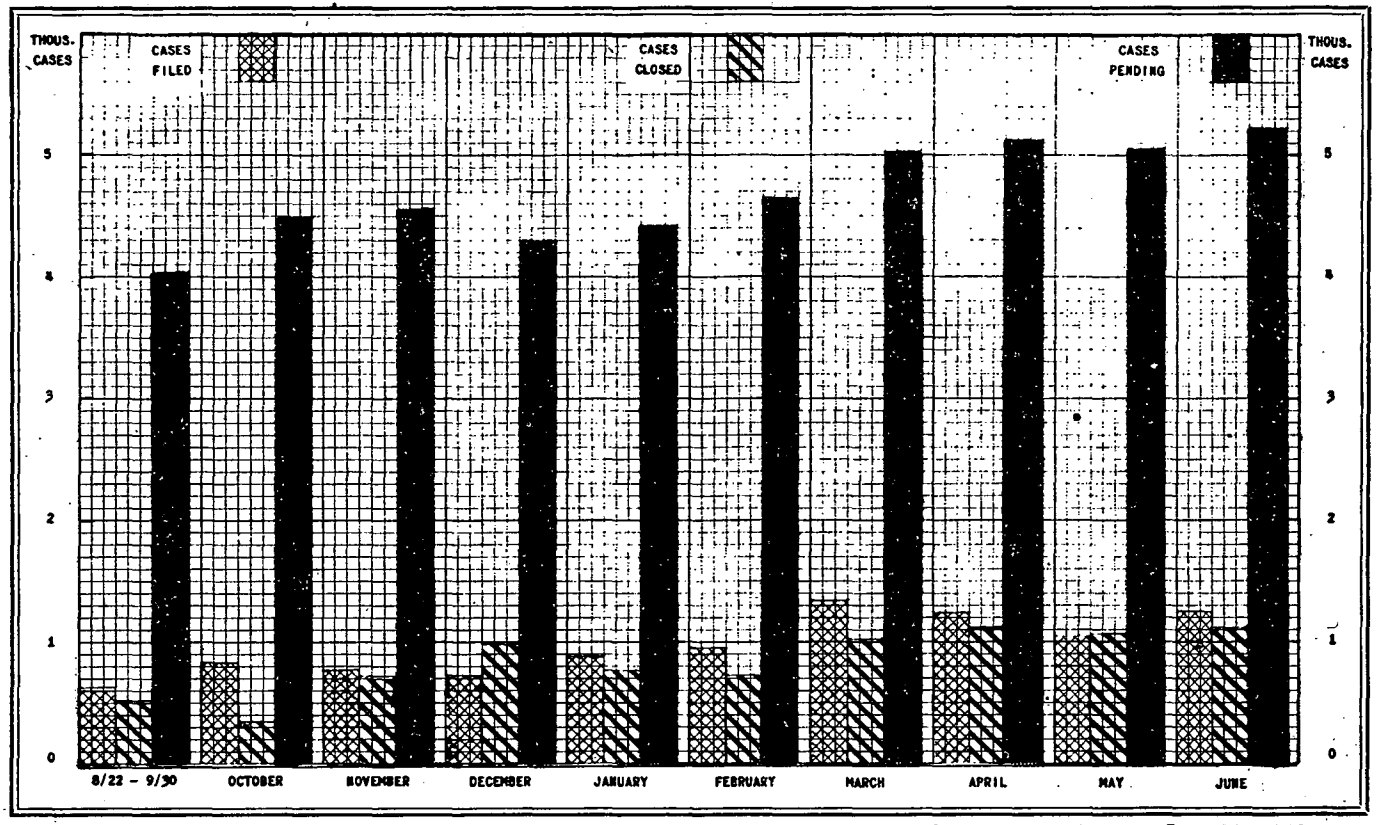


CHART 7.—Total number of charge and representation cases filed, closed, and pending August 22, 1947–June 30, 1948

The regional offices are the actual operating arm of the agency as a whole; they are the means through which both the Board and General Counsel reach the public and perform the major part of the agency's public service. It is in the regional offices that all petitions and charges are filed initially, and it is there that 85 to 95 percent of all cases reach final disposition without formal reference to Washington.

1. Summary of case activity of the Office of General Counsel

Administration of the Labor Management Relations Act, 1947, was burdened from the outset with a backlog of Wagner Act cases accumulated during the unusually busy year which ended on June 30, 1947. By August 22, 1947, when the Labor Management Relations Act became effective, almost 4,000 Wagner Act cases were on the active docket, and of these over half were C or complaint cases. Less than a year later, by June 30, 1948, less than one-fourth of these preamendment cases remained to be disposed of by the agency and its regional offices. It should be noted that in disposing of the 3,000 Wagner Act cases that have been taken off the books since August 22, 1947, the greater number have been dismissed before formal hearings, either for lack of merit or because of the failure of the labor organizations to comply with the filing requirements of section 9 (f), (g), and (h). As of June 30, 1948, there remained 895 undisposed of Wagner Act cases. This, of course, does not exclude cases on which Board orders had been entered and which were in the process of compliance or enforcement.

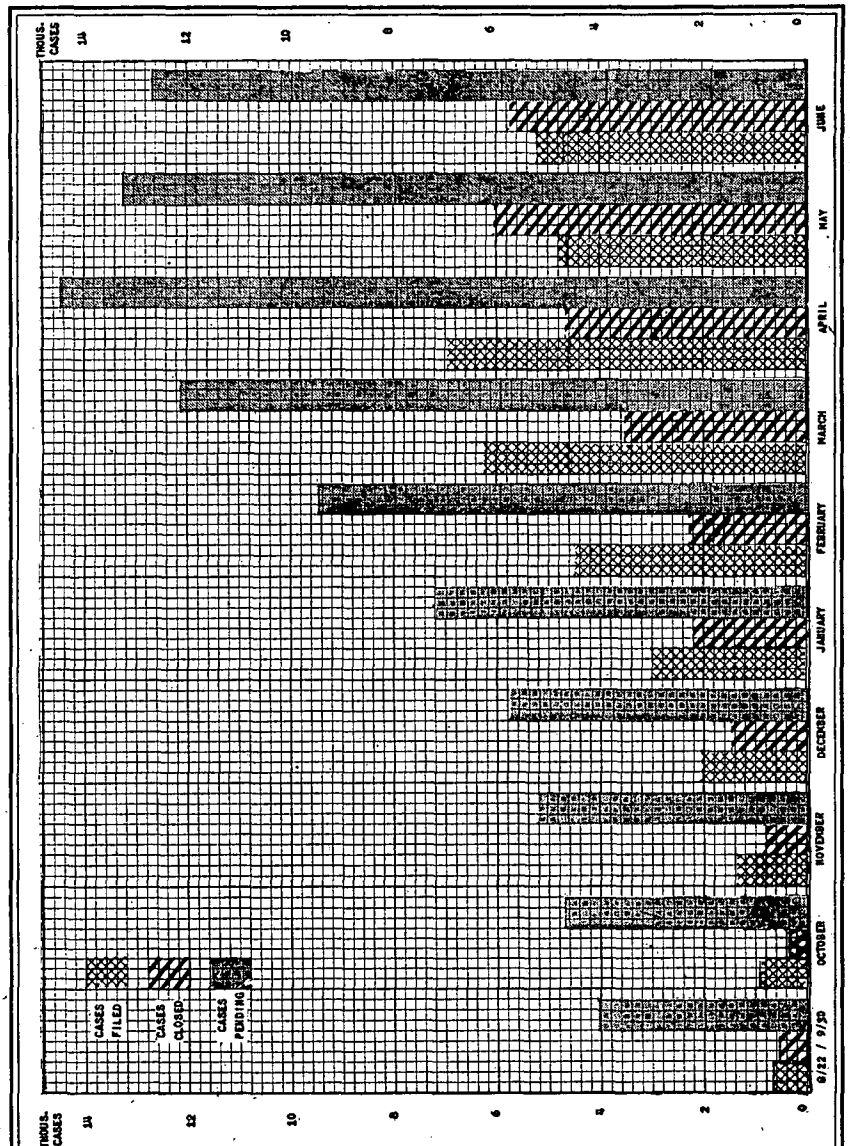
During the fiscal year ending June 30, 1948, over 35,000 cases were filed under the provisions of the Labor Management Relations Act. Three thousand three hundred and two involved charges of unfair labor practices and 6,395 related to questions concerning representation of employees by unions. This proportion of 66 percent representation cases and 34 percent complaint cases does not vary significantly from the proportions during the last 5 years of the Wagner Act. Added to this group of cases were over 26,000 requests for union-shop referenda, which ran the total case-load figure up to a point where it almost equals the total case load of the three busiest years under the Wagner Act.

The agency conducted over 20,000 elections of all types during its first year of operations under the new law. The greatest number of these elections were on the question of union-shop authorization. There were 17,958 union-shop elections, of which 17,601, or 98 percent, resulted in authorization for the union to sign a union-shop agreement.

On the question of union representation, the General Counsel conducted 3,319 [4] elections and the union won or retained bargaining rights in 2,372, roughly 71 percent. This percentage of success marks a continuance of a downward trend which began in 1943 under the Wagner Act.[5] A large majority of the complaint cases filed since August 22, 1947, 77 percent of the total of 3,302, were filed by unions or individuals against employers, despite the new and widely publi-

[4] Including 510 elections held during the 5 weeks from July 1, 1947, to August 22, 1947.

[5] During the fiscal year ending June 30, 1946, unions succeeded in 79.5 percent of the elections; during the next fiscal year, the proportion of success was down to 75.1 percent.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cized section of the act prohibiting unfair labor practices by unions and permitting employers to file charges against them.

Continuing the traditions originally developed under the Wagner Act, over 90 percent of the complaint cases closed between August 22, 1947, and June 30, 1948, were closed at various informal stages rather than through formal hearings and order.

Statistically speaking, the much discussed new injunctive procedure under the Labor Management Relations Act played a relatively minor role in the operations of the agency as a whole. In all, the General Counsel requested courts to issue 21 injunctions or temporary restraining orders. Eight injunctions were granted, four temporary restraining orders were granted, four injunctions were denied, and three of the cases are being held on the courts' dockets. Of the latter three cases, one was withdrawn by the parties, one was dismissed on motion by the Board, and one was still pending as of June 30, 1948.[6]

2. Presentation of General Counsel's views at congressional committee hearings

On May 24, and again on June 11, 1948, the General Counsel was requested by the Joint Committee on Labor Management Relations to state his views on proposed amendments to the act and also to report to the committee concerning certain aspects of the new law. During the course of this hearing the committee and the General Counsel devoted special attention to the problems of the union-shop elections and the jurisdictional scope of the General Counsel's activities.

The General Counsel emphasized the huge administrative burden involved in the conduct of union-shop referenda and counseled adoption of some amendment which would eliminate this vote to authorize the union shop.[7]

As to the area of jurisdiction, the General Counsel pointed out that it was the policy of his office to apply the benefits and protection of the act wherever a business affecting commerce subject to the Federal regulatory powers was involved. The General Counsel declared he was unable to find any authority in the act permitting him to refuse to process cases on any basis other than their substantive merits. He conceived it to be his "duty to see that everyone, large and small, within our jurisdiction gets the same kind of treatment." [8]

In other portions of his testimony the General Counsel recommended embodiment into the statute of the present delegation of authority by the Board to the General Counsel to act with respect to certain duties not clearly assigned by the act. At another point in the testimony he expressed himself in favor of amendments which would unify responsibility for handling filing requirements under section 9 (f), (g), and (h) in one agency, and would clarify the financial refiling requirements of section 9 (g).

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[6] The individual figures total up to 22 rather than 21 because 1 case is counted in the injunction granted category as well as under the temporary restraining order category.

[7] Hearings before the Joint Committee on Labor Management Relations, May 24, 1948, p. 76.

[8] *Ibid.*, June 11, 1948, p. 1161.

3. The agency's relationship to State labor boards

The proviso to section 10 (a) of the Labor Management Relations Act 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.

Among the powers of the Board delegated to the General Counsel was that of representing the Board in initial negotiations with State agencies for the purpose of reaching agreements regarding cession of jurisdiction. In accordance with this delegation of authority, the General Counsel held conferences with representatives of many of the States which have labor relation boards soon after the effective date of the amended act. An effort was made to determine the feasibility of limited cession of jurisdiction to New York, Massachusetts, Wisconsin, and some other States, pursuant to section 10 (a). Because of variances between the State acts and the national act it was found impossible to negotiate agreements to meet the statutory requirements of section 10 (a).[9]

[9] See Federal Register, November 25, 1947, for informal working agreement reached between National Labor Relations Board and Puerto Rico Labor Relations Board.

II

REPRESENTATION CASES AND RELATED MATTERS

1. General

THIS chapter deals with Board decisions issued during the fiscal year ending June 30, 1948,[1] in contested cases arising under section 9 of the act, commonly called representation cases. It was in the representation field that the Board first had occasion to interpret and apply extensively the new provisions contained in the Labor Management Relations Act of 1947. This was partly because the filing requirements imposed upon unions under section 9 (f), (g), and (h) of the amended act were deemed to be immediately applicable, on and after August 22, 1947, when the amendments became effective, to unions involved in all representation cases then pending. Apart from these filing requirements, the Labor Management Relations Act of 1947 added more new matter to section 9 than it altered or repealed, so that most of the practices and principles of decision previously established by the Board in the administration of that section remained unaltered. However, the amendments created four new categories of cases under section 9, thus materially increasing the volume of the Board's work. And the new statutory provisions brought about certain other important changes, both substantive and procedural, affecting the disposition of representation cases.

As in the past, representation proceedings, which are not adversary in character,[2] are instituted by petition. But, whereas before the 1947 amendments the Board declined to entertain petitions filed by employees seeking to *escape* representation by a labor organization or other representative previously designated,[3] that negative type of representation proceeding, known as a "decertification" case is now specifically authorized by section 9 (c) (1) (A) (ii). In addition, under section 9 (c) (1) (B), an *employer's* petition is now entertained when only one union has sought recognition as the collective bargaining agent of the petitioner's employees. Formerly, by rule, the Board entertained an employer petition only when "two or more labor organizations"[4] had asserted conflicting claims to recognition as bargaining agent. In these decertification and employer-petition

[1] A few cases decided between July 1 and August 21, 1947, the day before the amended act became effective, appear in vol. 74 of the N. L. R. B. Reports. For the most part, cases referred to in this chapter were decided after August 22, 1947, and are reported in vols. 75, 76, and 77 N. L. R. B. A few noteworthy cases decided during the first 4 months of the new fiscal year (through October 1948) are also cited.

[2] The Board commented at some length upon this and other differences between representation proceedings and unfair labor practice proceedings in *Matter of Stokely Foods, Inc.* (78 N. L. R. B. 842), decided after the close of the fiscal year.

[3] See *Matter of Tabardrey Manufacturing Co.* (51 N. L. R. B. 246 (1943)).

[4] See Rules and Regulations Series 4 (effective September 11, 1946), secs. 203.47 (b) and 203.49.

cases, as well as in the traditional type of representation case, now covered by section 9 (c) (1) (A) (i) of the act, where a labor organization or other employee representative seeks to be certified as the statutory bargaining agent of employees, the basic issue is whether a question of representation exists. If there is such a question, the Board's statutory function is to conduct an investigation, determine the appropriate bargaining unit of employees, and provide for an election for the purpose of ascertaining what union or other representative, if any, is desired as collective bargaining agent by a majority of the employees in the unit. The proceeding terminates either in a certification of the results of the election[5] or an order dismissing the petition.

Two other new types of cases are the so-called union-authorization and deauthorization proceedings provided for in section 9 (e) of the act. They are not, in the true sense, "representation" cases, for the essential condition is that there be *no* question of representation. In these proceedings, the issue, which is determined by an election, is whether or not a majority of the employees in a bargaining unit desire to authorize their representative, whose status as such has been previously established, to enter into a union-shop contract with the employer, or to revoke such authorization previously conferred. The petition for authorization to make a union-shop contract is filed, under section 9 (e) (1), by the labor organization which is the statutory representative. A petition to revoke such authorization, under section 9 (e) (2), is filed by employees in the bargaining unit covered by a valid union-shop contract. Despite certain superficial similarities between these section 9 (e) cases and those arising under section 9 (c), the union authorization proceedings present many special problems. They will therefore be discussed under a separate topic heading below.

Certain aspects of the mechanics of handling representation cases, formerly within the Board's discretion, are now fixed by statute. Section 9 (c) (1), as amended, prescribes in part that upon the filing of a petition,

> 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.

This statutory language codifies the Board's long-time practice of having a petition investigated administratively in the regional office before a hearing is scheduled. It abolishes, however, a practice instituted in 1945, of permitting the regional director in appropriate circumstances to conduct the election, upon due notice to the parties, before holding the hearing.[6] Moreover the Board's former discretionary power to utilize methods other than the secret-ballot election in ascertaining representatives is now limited by the statutory mandate to conduct an election if a question concerning representation is found

[5] If a majority of employees voting in the election designate a union or other representative which is eligible for certification, the Board issues its certificate declaring that the representative so selected is the exclusive bargaining agent under sec. 9 (a) of the act of all the employees in the specified unit.

[6] See Tenth Annual Report, p. 15, on prehearing elections.

to exist.[7] Finally, although section 9 (c) (1) codifies the Board's routine practice of having the hearing in an ordinary representation case conducted by an employee attached to the regional office where the case arose, the statute now specifies that this hearing officer "shall not make any recommendations" to the Board. Accordingly, since the amendments went into effect, hearing officers' informal reports to the Board in representation cases have contained no recommendations as to how the issues should be resolved.

The other new statutory provisions affecting representation proceedings concern: the disabilities imposed upon labor organizations which fail to comply with the filing requirements contained in section 9 (f), (g), and (h) of the act; certain limitations upon the Board's discretion in fixing the appropriate bargaining unit, contained in section 9 (b) and section 9 (c) (5); and other limitations upon the Board's discretion with respect to the standards to be applied in determining whether or not a question of representation exists, the frequency with which elections may be conducted, the eligibility of strikers to vote in elections, and the form of ballot to be used in run-off elections, contained in section 9 (c) (2) and (3). In addition, section 2 of the act as amended contains certain changes in the definitions of "employers" and "employees" in subsections (2) and (3), respectively, and there are new statutory definitions of supervisors and professional employees, respectively, in subsections (11) and (12).

The remainder of this chapter is devoted primarily to discussion of the new developments in the representation field resulting from these amendments. Previously established rules and policies which were not altered, extended, or qualified during the 1947–48 fiscal year, either by the 1947 amendments or by Board decision, are not fully restated.[8]

2. The filing requirements

The Board is expressly prohibited from investigating any questions concerning representation, and from processing any requests for a union-shop referendum, raised or submitted by a labor organization which is not in compliance with the filing requirements contained in section 9 (f), (g), and (h) of the act. These subsections require, in general, that a labor organization desiring to invoke Board process must file with the Secretary of Labor certain financial and other data, and must also file with the Board "non-Communist affidavits" by its officers. More specifically, section 9 (h) provides that "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" shall file with the Board affidavits attesting 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." Section 9 (f) provides that unions must file with the Secretary of Labor detailed reports concerning their structure, finances, and conditions of membership, and furnish to all of their members copies of certain

[7] In practice, however, the election was the method almost invariably utilized by the Board in contested cases ever since 1939. See *Matter of Cudahy Packing Co.* (13 N. L. R. B. 526).

[8] The Tenth, Eleventh, and Twelfth Annual Reports contain a full statement of this existing body of doctrine.

financial data.[9] Section 9 (g) requires that these reports be kept up to date "annually."

Because these filing requirements are made conditions precedent to processing a case, the Board had to determine very early in the fiscal year the precise impact of section 9 (f) and (h) upon matters already pending before it at various stages on August 22, 1947. In *Matter of Rite-Form Corset Co., Inc.* (75 N. L. R. B. 174), decided November 4, 1947, the Board indicated that it would halt all further action in representation cases filed before the effective date of the amendments, where the petitioner had failed to comply with section 9 (f) and (h) of the act. It construed these provisions "as precluding it not only from initiating investigations after the effective date of the amendments, but also from continuing investigations of questions concerning representation which were pending before the Board when the amendments became effective. This is so because every step in a proceeding initiated under section 9 (c)—the preliminary administrative review of the facts, the hearing, the Board decision and direction, the election itself, and the proceedings on challenges and objections, constitute investigation of the question within the meaning of 9 (f) and (h)."[10] This was followed by the Board's related holdings that it would not certify a noncomplying union which had won an election, but was not yet certified, before the effective date of the amended act,[11] that it would not place a noncomplying union on the ballot, as intervenor, in an election held upon the petition of a complying labor organization,[12] even though its intervention was otherwise proper;[13] and that it would likewise refuse a place on the ballot to a noncomplying intervenor in an election initiated by an employer's petition.[14]

The board has, however, dealt otherwise with a petition for decertification, where employees seek to decertify or unseat an incumbent noncomplying union. Thus, in *Matter of Harris Foundry & Machine Co.* (76 N. L. R. B. 118), the Board held that it must place the noncomplying union on the ballot, lest the labor organization's own dereliction, in failing to comply, immunize it against decertification. In

[9] Recently, the United States Supreme Court upheld the constitutionality of sec. 9 (f) and (g), finding it unnecessary to pass upon the constitutionality of sec. 9 (h) which the majority of the lower court had also held to be constitutional. *National Maritime Union* v. *Herzog* (68 S. Ct. 1529) affirming *pro tanto* 78 F. Supp. 146. A majority of another three-judge statutory court also upheld the constitutionality of sec. 9 (h) in *Wholesale and Warehouse Workers Union Local 65* v. *Douds* (22 L. R. R. M. 2276 (S. D. N. Y. 1948)), as did the majority of the court in *Inland Steel Co.* v. *N. L. R. B.* (22 L. R. R. M. 2507 (C. C. A. 7)).

[10] See also *Matter of Monumental Life Insurance Co.* (75 N. L. R. B. 776); *Matter of Hardwicke-Etter Co.*, (75 N. L. R. B. 992).

[11] *Matter of Myrtle Desk Co.* (75 N. L. R. B. 226) (the noncomplying petitioner won the election, but the Board rejected the contention that certification is a ministerial act and does not involve the exercise of discretion); *Matter of Colonial Radio Corp.* (75 N. L. R. B. 228) (the noncomplying intervenor won the election).

Compare however, *Matter of J. Freezer & Son, Inc.*, (75 N. L. R. B. 646), in which the Board refused to rescind a certificate issued before the amended act went into effect because the certified union had not thereafter complied with the filing and affidavit requirements of the amended act. The Board relied on sec. 103 of the amended act, which protects any certificate issued before the effective date of the statute until 1 year after its issuance.

[12] *Matter of Sigmund Cohn Manufacturing Co., Inc.* (75 N. L. R. B. 177); *Matter of Wilson Transit Co.*, (75 N. L. R. B. 181).

However, where compliance is effected subsequent to a direction of election, but in advance of the election, the Board will permit a union to appear on the ballot. *Matter of Omar, Inc.* (76 N. L. R. B. 955).

[13] In order to intervene in such cases, a noncomplying union must have a current contractual interest in the employees; and then it may intervene for all purposes. *Matter of Schneider Transportation Co.* (75 N. L. R. B. 870); *Matter of American Chain & Cable Co.* (77 N. L. R. B. 850); *Matter of Precision Castings Company, Inc.* (77 N. L. R. B. 261); *Matter of Campbell Soup Co.* (76 N. L. R. B. 950).

[14] *Matter of Herman Lowenstein, Inc.* (75 N. L. R. B. 377). This ruling would require the dismissal of the petition if only one union is involved, and it is not in compliance. However, inasmuch as one of the two unions in the cited case was in compliance, the Board proceeded to an election, putting only the complying union on the ballot. Although the employer invokes the procedures of the act, the overriding consideration in this type of case, the Board holds, is that the question concerning representation is "raised" by the union's "claim" of majority representation, and noncompliance should therefore be a bar to placing it on the ballot.

this type of case, because it is the petitioning employees, not the labor organization, who raise the question concerning representation, the Board is not precluded by the noncompliance of the incumbent union from investigating the question.[15] Although the noncomplying union is thus accorded the status of a party to the proceeding,[16] its participation in the election is subject to the proviso that, if it wins the election, the Board will merely certify the arithmetic result.[17]

Even before it had fully interpreted the provisions of section 9 (f), (g), and (h) with respect to the disabilities imposed upon noncomplying labor organizations, the Board had to determine certain questions as to how compliance with the filing requirements is effected. In *Matter of Northern Virginia Broadcasters, Inc., Radio Station WARL* (75 N. L. R. B. 11, decided October 7, 1947), the first of these questions was presented on appeal from a regional director's dismissal of a petition filed by a local of the International Brotherhood of Electrical Workers, an A. F. of L. affiliate. Both the petitioning local and the International Brotherhood itself had filed the affidavits and reports specified in section 9 (f) and (h), but the American Federation of Labor had not yet done so. The issue was whether or not the parent federation itself must have satisfied the filing requirements before the petition could be processed. Resolution of this issue turned upon the meaning of the statutory phrase specifying that the requisite reports and affidavits shall be filed, not only by the labor organization filing a charge, raising a question concerning representation under section 9 (c) of the act, or filing a petition for a union-shop referendum under section 9 (e) (1), but also by "any national or international labor organization of which such labor organization is an affiliate or constituent unit." [18] In accordance with the General Counsel's interpretation of this language, the regional director had dismissed the petition, on the theory that the American Federation of Labor was a "national or international labor organization," of which the petitioning IBEW local was "an affiliate or constituent unit" within the meaning of the statutory requirement.

A majority of the Board (Member Gray dissenting) reversed this ruling and ordered the petition reinstated. Three members of the majority (Chairman Herzog and Members Houston and Reynolds), rested their decision on the ground that the phrase "national or international labor organization" refers, in ordinary labor parlance, to labor organizations such as the International Brotherhood of Electrical Workers, rather than to parent federations such as the AFL and CIO. They held that the fundamental purpose of Congress in enacting these provisions—to eliminate Communist influence from the labor movement of the United States—would be substantially defeated by holding that "if one officer of the AFL or CIO fails to comply, not a single complying local or international union within that federation can derive any benefit from its own clean hands." In his separate concurrence, Board Member Murdock found more persuasive, in reaching the same result, (1) that the parent federation did not in this case meet the test laid down in the act's definition of a labor organization;

[15] Compare in this connection, footnote 14 *supra*.
[16] *Matter of Magnesium Casting Co.* (77 N. L. R. B. 1143) (the noncomplying union was permitted to file objections to the conduct of the decertification election in which it was involved).
[17] The Board will, of course, certify the union if, by the time it wins the election it is in compliance with sec. 9 (f), (g), and (h) of the act.
[18] This language is substantially identical in each of the subsecs. 9 (f), (g), and (h).

(2) that Congress by its express language in section 9 "unquestionably meant *the one* national or international *union* with which a petitioning local might be affiliated. It did not mean *all* the organizations which could be literally described as national or international organizations, of which the petitioning local could be considered a constituent unit including both the A. F. of L. and the ILO in the case of A. F. of L. locals" [italics in original]; and (3) that to uphold the alternative interpretation would contravene the rule that "a provision of a statute must be interpreted with reference to its general purposes 'and so as to subserve' them rather than to defeat them." However, Board Member Gray took the view in his dissent that the AFL "clearly falls within the meaning of the statutory language" under consideration and that, since "the AFL may exercise direct and influential control over its constituent unions in important respects" and "the AFL officers occupy a strategic position to affect the economic life of the nation, * * * it is inconceivable that Congress was not concerned with the Communist affiliation of the officers of the AFL and CIO in accomplishing its intended purposes of purging labor of Communist influence."

Subsequent decisions pointed out, however, that either the AFL or the CIO may be subject to the filing requirements of the act when, in a particular situation it exists for the purpose of dealing with an employer in collective bargaining and it seeks recognition for such purpose, or when it organizes and grants charters to directly affiliated local and Federal labor unions, and there is no intervening national or international union with which the local is affiliated.[19]

Although the Board itself, rather than the Secretary of Labor, has the responsibility, under section 9 (h), of receiving the non-Communist affidavits filed by the officers of labor organizations, and of determining administratively [20] whether or not labor organizations are in compliance with this section,[21] it does not investigate the authenticity or truth of the affidavits which are filed. The Board has pointed out [22] that persons desiring to establish falsification or fraud have recourse to the Department of Justice for a prosecution under section 35 (a) of the criminal code. Accordingly, the Board does not investigate or pass upon the question, for example, whether a union in a given case may have acted with a purpose to frustrate congressional intent in effecting constitutional changes or otherwise abolishing offices so as to relieve certain individuals of the necessity of filing affidavits. If the persons who are, in fact, formally entitled "officers" of a labor organization have filed the proper affidavits, that organization is deemed to be in compliance with section 9 (h) so far as Board proceedings are concerned.

But the Board will prevent noncomplying unions from evading

[19] *Matter of S. W. Evans & Son* (75 N. L. R. B. 811); see also Board Member Murdock's special concurrence in *Matter of Northern Virginia Broadcasters, Inc., Radio Station WARL, supra*, and *Matter of Schenley Distilleries, Old Quaker Division* (77 N. L. R. B. 468), as to the relationship between a Federal labor union and the AFL.

[20] The Board does not permit the parties in a case before it to litigate the compliance status of any participating union. Like the question of *prima facie* showing of interest (discussed below) this is a matter to be determined administratively. See *Matter of Lion Oil Co.* (76 N. L. R. B. 565); *Matter of Ironton Firebrick Co.* (76 N. L. R. B. 764).

[21] For this purpose the Board requires that there be filed with it, in addition to the statutory affidavits, an affidavit by an authorized representative of each labor organization "listing the titles of all offices of the organization and stating the names of the incumbents, if any, in each such office and the date of expiration of each incumbent's term." See Rules and Regulations, Series 5, sec. 203.13 (b) (1).

[22] See its Order Denying Motion in *Matter of Craddock-Terry Shoe Corp.* (76 N. L. R. B. 842).

the provisions of section 9 (h) by acting through individuals, purporting to serve as employee representatives,[23] who are exempted from the filing of non-Communist affidavits.[24] In *Matter of Campbell Soup Co.* (76 N. L. R. B. 950), the first such decision, the Board held improper the intervention by an individual in certification proceeding because she was, in fact, an agent or "front" for a noncomplying union which itself had no right to intervene.[25]

The Board will also prevent noncomplying locals from circumventing the filing requirements, and deriving the benefits of statutory proceedings, by acting through their complying nationals or internationals. The Board's position in this respect has been set forth in a line of cases involving petitions filed by international unions. In *Matter of Warshawsky Co.* (75 N. L. R. B. 1291), the Board held that the local union need not comply because its compliance status was "not in issue in this proceeding." The Board relied on the fact that there was nothing in the record to indicate that the international union was acting other than for itself. However, a different result was reached in later cases, where the record indicated that the petitioner was seeking to secure Board certification in behalf of a noncomplying local. In *Matter of U. S. Gypsum* (77 N. L. R. B. 1098), the Board dismissed the petition because it was clear from the fact, among others, that the union's constitution provided that all contracts should be in the name of the local and signed by the local's committee, that the international was seeking bargaining rights, not for itself, but for its local which was not in compliance. Also, in the original decision in *Matter of Lane-Wells Co.* (77 N. L. R. B. 1051), which was premised on the assumption that the local was not in compliance, the Board dismissed the petition, because the evidence revealed that the noncomplying union had made the original request for recognition of the employer and in other ways established to the Board's satisfaction that the international union was "in reality acting in behalf of" the local union. The *Lane Wells* case was subsequently reopened, when it appeared that the local union had, in fact, complied at the time of the issuance of the Board's order dismissing the petition. The Board thereupon directed an election, for it was clear that the filing requirements had been satisfied, and other conditions precedent to the conduct of an election had been met.[26]

[23] Sec. 2 (4) of the act reads: "The term 'representatives' includes any individual or labor organization" and sec. 9 (c) (1) (A) provides that a certification or decertification petition may be filed by an employee or group of employees or "any individual or labor organization acting in their behalf."

[24] Subsecs. 9 (f), (g), and (h) apply only to *labor organizations* seeking access to the processes of the Board. See in this connection, *Matter of Acme Boot Manufacturing Co. Inc.* (76 N. L. R. B. 441), wherein an individual petitioning for a decertification election was not required to file a non-Communist affidavit.

[25] See also, *Matter of Harris Foundry & Machine Co., supra*, in which the Board, in a decertification proceeding, entertained a question concerning representation raised "in fact as well as in form" by individuals.

[26] 79 NLRB, No. 35. At this stage of the proceedings, opinion among the five members of the Board divided on the question whether it was proper to place the petitioning international union alone on the ballot. Notwithstanding the local's demonstrated interest in the proceeding it was the international only, not the local, which had sought certification. The majority of the Board (Members Reynolds and Gray dissenting) therefore held that, as the possibility of evasion of the filing requirements had been extinguished, the employees involved in the case had an unconditional right under the statute to vote for the international union petitioner, if they so desired; and the petitioner itself had a right to be certified in its own name, if it won the election. Without passing on the dissenting members' expressed opinion that it is more desirable for employees to be represented by local unions than by internationals, the majority pointed to certain provisions of secs. 1 and 9 (c) of the act to support its view that the Board has no power to restrict employees' choice in this respect. The majority members of the Board also found support for their view in the legislative history of the amendments, pointing out that when the statute was considered by the Congress in 1947, a proposal which would have severely limited the Board's authority to certify national or international labor organizations was debated and rejected.

In accordance with the Board's present practice in instances of division of opinion, the dissenting members in the *Lane Wells* case have since deemed themselves bound by the majority ruling. See the supplemental decision and direction of election in *Matter of Magnolia Petroleum Co.* (79 N. L. R. B., No. 126).

3. The question concerning representation

The amendments to section 9 (c) of the act codify the Board's former rule [27] that representation proceedings shall be instituted by petition. Subsections 9 (c) (1) (A) and (B) of the amended act specify in considerable detail the three types of petitions which may be filed in cases looking toward certification or decertification of representatives: (A) by employees, "or any individual or labor organization acting in their behalf," [28] alleging, (i) that they desire to be represented for collective bargaining and "that their employer declines to recognize their representative * * *" or, (ii) 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)"; [29] and (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)." But even though a petition in proper form be filed under section 9 (c) (1), the Board must still determine, as under the act before the amendments, that "a question of representation exists" before it proceeds to an election and certification.[30] The Board ordinarily finds that there is a question concerning representation if the employer has refused a union's request for recognition as the statutory bargaining agent [31] 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.[32]

A majority of the members construe the act to mean that the Board's power to proceed to an election in any case under section 9 (c) (1) is dependent upon a finding that the question concerning representation exists *at the time when the election is directed.*[33] Petitions in a number of cases have therefore been dismissed where the union whose claim of representative status had created a question concerning representation withdrew that claim after the petition was filed, or even after the hearing. In *Matter of Ny-Lint Tool & Manufacturing Co.* (77

[27] See, for example, Rules and Regulations, Series 4, effective September 11, 1946, secs. 203.46 and 203.47.

[28] But a supervisor may not file a decertification petition, either in his capacity as a representative of the employer, or as an "individual" acting in behalf of employees, for the Board believes that a purpose of the act as amended is to draw a clear line of demarcation between supervisory representatives of management on the one hand and employees on the other. *Matter of Clyde J. Merris* (77 N. L. R. B. 1375).

[29] In *Matter of Kraft Foods Co.* (76 N.L.R.B. 492), the Board held that a decertification petition signed by a majority of the employees stating that they no longer desired to be represented by the union was adequate. The Board held: "The only assertion required in a decertification petition is that the currently certified or recognized bargaining agent is no longer the agent designated or selected by the majority of the employees in the appropriate unit." Compare *Matter of Queen City Warehouse, Inc.* (77 N. L. R. B. 268), where a decertification petition was dismissed because the union was neither certified nor currently recognized.

[30] *Matter of A. Goodman & Son* (77 N. L. R. B. 297) (decertification petition dismissed where the union named in the petition did not claim to represent the employees in the unit, nor did the employer recognize it as the representative); *Matter of Louella Balierino* (77 N. L. R. B. 738) (employer petition dismissed where the union, although it had asked the employer to sign a contract and had attempted to organize the employees, had never expressly claimed to represent a majority of the employees; the Board found that at the hearing the union withdrew any such claim which might have been implicit in its prior conduct.) See also *Matter of Ny-Lint Tool & Manufacturing Co.* (77 N. L. R. B. 642); *Matter of Federal Shipbuilding & Drydock Co.* (77 N. L. R. B. 463), and cases cited in footnote 35 *infra*.

[31] But in *Matter of Cornell Dubilier Electric Corp.* (78 N. L. R. B. 664), decided after the close of the fiscal year, the Board dismissed a union's petition for certification, finding that no question concerning representation existed where the employer did not dispute either the appropriateness of the requested unit or the petitioner's status as majority representative; the only issue was whether or not the employer was under a duty to meet with the petitioner to negotiate a new contract.

[32] Cf. *Cronin Motor Co., Inc.* (77 N. L. R. B. 808).

[33] Before it was amended, sec. 9 (c) of the act authorized the Board to investigate and certify representatives "whenever a question affecting commerce *arises.*" As the majority of the Board (Member Reynolds dissenting) pointed out in *Matter of Federal Shipbuilding & Drydock Co., infra*, the new statutory language (sec. 9 (c) (1)) is: "if the Board finds upon the record * * * that such a question of representation *exists*, it shall direct an election * * *." [Italics added.]

N. L. R. B., 642), where the petition was filed by an employer, the intervening union, which was the only labor organization involved, had represented the employees for several years, and shortly before the petition was filed it had attempted to negotiate a new contract with the employer. At the hearing, however, it disavowed any present claim to represent the employees in the bargaining unit. Holding that the jurisdictional prerequisite to further proceedings, the existence of a question concerning representation, had been extinguished by the union's disclaimer, the Board majority (Member Reynolds dissenting, Member Gray not participating) ordered the petition dismissed. The majority held that this result was not incompatible with the new statutory right of employers to petition in one-union cases, for, as the opinion stated, "the employer is not injured by dismissal of his petition. It *has* accomplished its objective in filing the petition—to determine whether or not the union now represents its production and maintenance employees—and, * * * [the employer] is free of any obligation it may have had to recognize the union." The majority opinion in this case also observed that to direct an election in this situation would be a "futile act leading to a purely negative result" and would deprive the employees of an opportunity to select *any* bargaining representative for an entire year after the election, because of the provisions of section 9 (c) (3) of the amended act.[34]

Similarly, in *Matter of Federal Shipbuilding & Drydock Co.* (77 N. L. R. B. 463), a majority of the Board (Member Reynolds dissenting) dismissed a decertification petition and rescinded a direction of election theretofore issued in the same proceeding, because the only union involved had renounced its bargaining rights after the hearing but before the election. The majority held that the union's disavowal eliminated the question concerning representation and extinguished whatever vitality a certification issued to the union in 1946 might otherwise have had.[35] For the same reasons as those deemed controlling in the *Ny-Lint* and *Federal Shipbuilding* cases a majority of the Board (Members Reynolds and Gray dissenting) granted the petitioner's request to withdraw his decertification petition in *Matter of Underwriters Salvage Co. of New York* (76 N. L. R. B. 601) although this request was opposed by the employer.[36]

For many years it has been the Board's practice to require the petitioning union in a representation case to show, *prima facie*, that it represented a substantial number of the employees in the bargaining unit for whom it seeks to be certified as representative. Absent that *prima facie* demonstration that the petitioner's interest was substantial, the Board dismissed the petition in order to avoid the useless

[34] The pertinent portion of this section, discussed below, reads: "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."

[35] See also *Matter of Riggs Optical Co., Consolidated* (77 N. L. R. B. 265). Compare *Matter of Standard Brands, Inc.* (77 N. L. R. B. 992) (question found to exist despite vague and contradictory disclaimer of interest by the union, on the theory that the union might later claim that it had never waived its right to bargain for the employees covered by the petition).

[36] The principal disagreement between the majority and the dissenting members in this case was occasioned by the employer's assertion in its brief that the intervening union, which opposed the petition, had coerced the petitioner into requesting leave to withdraw. The majority pointed out that this assertion was, in effect, an accusation that the union had engaged in an unfair labor practice in violation of sec. 8 (b) of the act as amended; it held that evidence in support of this accusation could not properly be received in a representation proceeding, under the Board's long-standing policy, recently reaffirmed in *Matter of Magnesium Casting Co.* (76 N. L. R. B. 251), and that an unfair labor practice could not be presumed to have been committed.

expenditure of time and effort involved in conducting an election where there was little likelihood that the petitioner would be designated as majority bargaining representative. The amended act prescribes that employees or their representatives petitioning for certification or decertification under section 9 (c) (1) (A) shall allege that their petition is supported by "a substantial number of employees." The Board views this provision of the statute as codifying its prior practice,[37] and as leaving unimpaired the established rule that a petitioner's *prima facie* showing of interest is to be investigated only *administratively* by the regional director, and may not be a subject of litigation at the hearing.[38] However, the statute makes no reference to a showing of interest in proceedings initiated by an employ*er* petition; a majority of the Board (Member Murdock dissenting) has construed this to mean that no showing is required of the labor organization or organizations claiming a majority in cases where the employer is the petitioner.[39]

Other familiar prerequisites to the resolution of a question concerning representation still obtain, although not similarly codified. Thus the Board will not direct an election where the union seeking the certification lacks the attributes of a bona fide labor organization;[40] it will not direct an election where the union will not accord adequate representation to all employees within the appropriate unit, although it will assume, in the absence of evidence to the contrary, an intention by a petitioning union to represent all employees concerned without discrimination;[41] and it is reluctant to entertain proceedings involving a jurisdictional dispute concerning representation between two or more unions affiliated with the same parent organization, but will proceed where the dispute cannot be resolved by submission to the authority of the parent body.[42]

The Board also continued to invoke the rule that an election will not be delayed merely because of an imminent reduction or expansion in force, unless the change-over will involve material alterations in the character of the bargaining unit, or the adoption of new or materially

[37] See, for example, *Matter of Consolidated Steamship Co., et al.* (75 N. L. R. B. 1254) (petition for certification dismissed where petitioner's showing of interest not sufficient to indicate "a substantial probability that an election conducted in this proceeding would result in the selection of a statutory bargaining representative").

[38] *Matter of Mascot Stove Co.* (75 N. L. R. B. 427); *Matter of Burry Biscuit Corp.* (76 N. L; R. B. 640); *Matter of Colonial Hardwood Flooring Co., Inc.* (76 N. L. R. B. 1039); see also Twelfth Annual Report, p. 8, and sec. 202.17 of the Board's Statements of Procedure, which provide, that "in the absence of special factors" a petition must be supported by a 30-percent showing of interest, at least, in order to establish that a "substantial" number of employees have designated the petitioner.

[39] *Matter of O. E. Felton d/b/a Felton Oil Co.* (78 N. L. R. B. 1033). The majority gave effect by this decision to sec. 202.17(a) of the Board's Rules and Regulations, Series 5, effective August 22, 1947. It held that, aside from the fact that nothing in the act or the legislative history of the amendments precludes the Board from adhering to this rule, the rule will best effectuate the intent of Congress in enacting 9 (c) (1) (B), "that employers confronted with a union claim for recognition be afforded an opportunity to ascertain through a Board election the representative status of the union." It added that to "require the petitioning employer to obtain and submit evidence of a union's representative interest in the same manner as other petitioners" would at the very least "require the employer to engage in an unfair labor practice in procuring such data." The dissenting opinion, however would not require the employer to supply the proof as to the union's representation; it would place the burden on the union to appear and support its prior claim of representative status and, absent such proof, would resolve the employer's petition by a finding that the claimant is not the representative of the employees. And, in disagreement with the majority, it finds authority for insisting on a showing being made in "the plain language of 9 (c) (2) which provides that the same rules of decision shall be applied in determining the existence of a question concerning representation *irrespective of the identity of the persons filing the petition or the kind of relief sought.*"

[40] *Matter of Alaska Salmon Industry* (78 N. L. R. B. 185).

[41] *Matter of NAPA New York Warehouse, Inc.* (75 N. L. R. B. 1269); see also *Matter of The Baldwin Locomotive Works* (76 N. L. R. B. 922) where the Board refused to inquire into the union's constitution, in the absence of proof that the union would not accord effective representation; and *Matter of Norfolk Southern Bus Corp.* (76 N. L. R. B. 488); where the exclusion by the union of one racial group from membership did not prevent an election, absent evidence that the union would not accord adequate representation to them.

[42] *Matter of Pacific Car & Foundry Co.* (76 N. L. R. B. 32).

different operations or processes requiring personnel with different job classifications and skills.[43] However, section 9 (c) (3)[44] has put an end to the prior practice, in situations where less than 50 percent of the anticipated full complement was employed at the time of the election, of providing in the decision that the Board would entertain a new petition 6 months after any certification which might be issued, upon a showing that the unit had expanded to more than twice the number of employees eligible to vote in the election.[45]

4. The impact of contracts and prior determinations upon a representation proceeding

As in prior years, numerous representation cases were instituted in which the employees involved were covered by an existing contract between the employer and a union other than the petitioner; or in which the employees had, in a Board proceeding, designated another union as their bargaining representative, and a certification of that union was outstanding. In deciding whether a dismissal of the petition or the direction of an election would best effectuate the policies of the act, the Board, as formerly, weighed the interest of the parties and the public in preserving the industrial stability implicit in established bargaining relationships, against the statutory right of the employees freely to select and change their bargaining representative.

In *Matter of Snow & Nealy* (76 N. L. R. B. 390), the Board enunciated the policy of applying the usual contract bar principles and other rules of decision evolved in prior years, to decertification proceedings.[46] Consequently, whether in certification or decertification proceedings, the Board's general rule continued to be that a valid written collective bargaining agreement, signed by the parties and effective before the petitioner raised a question of representation,[47] 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 terminal date. This rule has equal applicability to newly executed agreements and to those which take effect pursuant to automatic renewal clauses.[48]

Conversely, the Board continued to hold that it would not be precluded from proceeding to an election by an oral or unsigned written agreement,[49] or one failing to establish substantive terms and conditions of employment,[50] or one excluding employees in the unit

[43] *Matter of Allied Container Corp.* (76 N. L. R. B. 1186); see Twelfth Annual Report, p. 8 ff.

[44] Quoted in footnote 34, *supra*.

[45] *In Matter of Western Electric Co., Inc.* (76 N. L. R. B. 400), in a comparable situation, the Board directed the usual election, stressing the employer's uncertainty as to when the contemplated expansion would be effected.

[46] The Board held that this policy was dictated by sec. 9 (c) (2) of the act, which provides, in part, "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 * * * ."

[47] But it is the execution date, rather than the effective date, which is controlling in the situation where a new contract is executed during the period between "the *Mill B* date" and the expiration date of a preexisting contract, to be effective upon the expiration of the old contract. See *Matter of Sterling Pulp & Paper Co.*, (77 N. L. R. B. 63).

[48] See Twelfth Annual Report p. 9, and Annual Reports referred to in footnote 15 of that Report.

[49] *Matter of Herman Lowenstein Inc.* (75 N. L. R. B. 377) (oral agreement); *Matter of Kraft Foods Co.* (76 N. L. R. B. 492) (oral agreement which was reduced to writing and signed after filing of decertification petition, but was made effective retroactively to date before such filing).

[50] *Matter of Casteel Distributing Co. et al.* (76 N. L. R. B. 153) (recognition agreement providing for closed shop and check-off of union dues and initiation fees, but containing no terms as to wages, hours, or other conditions of employment); *Matter of The LaClede Gas Light Co.* (76 N. L. R. B. 199) (mere wage agreement); *Matter of Federal Shipbuilding & Drydock Co.* (76 N. L. R. B. 413) (recognition agreement plus wage classification clauses); *Matter of Clyde J. Merris* (77 N. L. R.B. 1375) (mere recognition agreement).

sought,[51] or covering an inappropriate unit of employees.[52] Nor will a contract be an obstacle to an immediate election where the contracting union has become defunct,[53] or where marked changes in circumstances have occurred during the contract term.[54]

As to what constitutes a contract term of reasonable duration, the Board during the 1948 fiscal year adhered to its position enunciated last year, in the *Reed Roller Bit* case, that "stability of industrial relations can be better served, without unreasonably restricting employees in their right to change representatives, by refusing to interfere with bargaining relations secured by collective agreements of 2 years' duration.[55] This principle was further refined in *Matter of California Walnut Growers* (77 N. L. R. B. 756), by the holding that a 3-year contract term would, in the absence of showing that the term is consistent with custom in the industry involved, be deemed unreasonable.[56] Contracts which are unreasonable in term are, however, held to be a bar during their first 2 years,[57] as are contracts of indefinite duration.[58] Contracts for a period of less than 2 years constitute a bar for the contract term. And the effectiveness of any contract for bar purposes during such periods, the Board holds, is not impaired by a reopening of the contract, in accordance with a clause permitting such reopening, as to all provisions except the contract termination date.[59]

The familiar rule of the *Mill B* case,[60] as qualified in *Matter of General Electric X-Ray Corp.*[61] and related cases,[62] continues to determine the time when a petitioner must raise the question concerning representation and file its petition in order to forestall a contract, either newly executed or based on an automatic renewal, from operating as a bar.[63] Also unchanged is the rule that a contract constituting a "premature extension" of an earlier contract will not bar a petition filed before the "Mill B date" (the operative date of the automatic

[51] *Matter of Pittsburgh Plate Glass Co.* (76 N. L. R. B. 452). The Board, however, continues to distinguish this type of case from the one in which the contract, instead of excluding the employees from coverage, embodies an undertaking not to seek to organize or represent such employees during the life of the contract. Thus, in *Matter of Essex County News Co., Inc.* (76 N. L. R. B. 1340) the Board (Board Member Houston also participating, but noting his prior dissent in *Matter of Briggs Indiana Corp.* (63 N. L. R. B. 1270) dismissed the petition on the ground that the union had agreed not to represent the employees petitioned for during the life of its contract with the employer covering another group of employees.

[52] *Matter of Indianapolis Power & Light Co.* (76 N. L. R.B. 136).

[53] *Matter of Riggs Optical Co. Consolidated* (77 N. L. R. B. 265); *Matter of A. Goodman & Son* (77 N. L. R. B. 297); *Matter of Moore Drydock Co.* (77 N. L. R. B. 1431).

[54] *Matter of Riverpoint Finishing Co.* (77 N. L. R. B. 1048) (where the employer closed the plant covered by the contract and began operations at a new location with new employees). *Matter of Dazey Corp.* (77 N. L. R. B. 408) (where a plant-wide contract was executed when the complement in the department petitioned for was not representative in skills and was expanding).

[55] *Matter of Reed Roller Bit Co.* (72 N. L. R. B. 927); cf. *Matter of Acme Boot Manufacturing Co.* (76 N. L. R. B. 441) in which the Board held this rule to be inapplicable to Board certifications (discussed *infra*).

[56] In the cited case, the presumption of unreasonableness, urged by the petitioner, was overcome by the facts in the record, and the contract was held to be a bar.

[57] This corollary to the *Reed Roller Bit* case was first set forth in *Matter of Puritan Ice Co.* (74 N. L. R. B. 1311), involving a 4-year contract.

[58] *Matter of Shaeffer Body Inc.* (78 N. L. R. B. 1247), also see Twelfth Annual Report, p. 10. Cf. *Matter of Wisconsin Telephone Co.* (75 N. L. R. B. 993) (contract terminable at will held not to be a bar at any time).

[59] *Matter of Beattie Manufacturing Co.* (77 N. L. R. B. 361); *Matter of California Walnut Growers Association* (77 N. L. R. B. 756); cf. *Matter of Indianapolis Power & Light Co.* (76 N. L. R. B. 136). See also Twelfth Annual Report, p. 11.

[60] *Matter of Mill B Inc. et al* (40 N. L. R. B. 346).

[61] 67 N. L. R. B. 997.

[62] See Eleventh Annual Report, p. 15 ff; Twelfth Annual Report, p. 11 ff.

[63] *Matter of Essex County News Co., Inc.* (75 N. L. R. B. 697); *Matter of The Standard Oil Co. (Ohio)* (77 N. L. R. B. 735). Compare *Matter of Dunbar Glass Corp.* (77 N. L. R. B. 742) and *Matter of Manhattan Coil Corp.* (79 N. L. R. B. 142), as to belated and material amendments of timely petitions. See *Matter of Merchants Refrigerating Co.* (78 N. L. R. B. 528), as to the effect of withdrawal of a timely petition upon the rights of a cross-petitioner. As to what are "extenuating circumstances" excusing the failure to file a petition within the 10 days prescribed in the *General Electric X-Ray case*, see *Matter of L. O. Koven & Brothers, Inc.* (77 N. L. R. B. 1253); *Matter of Gale Products* (77 N. L. R. B. 254).

renewal provision) of the old contract if it contained an automatic renewal clause, or before the termination date of the old contract if there was no automatic renewal provision.[64]

Recognizing that stability will be served in the usual case by allowing a newly certified representative time in which to bargain collectively in behalf of the employees it represents, the Board has in the past followed the rule that, absent unusual circumstances, a certification will bar an election for a full year. Previous decisions have established that new agreements, premature extensions or automatic renewals of old agreements entered into by the certified union before its certification, or premature extensions of contracts entered into after its certification are immune during the 1-year period to otherwise timely rival claims. This rule was further amplified in *Matter of Texas Paper Box Manufacturing Co.* (75 N. L. R. B. 799), in which the Board held that a 1-year contract executed early in the certification year, which automatically renews within that year, is a bar to a petition filed before the Mill B date of the contract, even though the initial term of the contract will not expire until after the end of the certification year.[65]

Section 9 (c) (3) of the amended statute, which proscribes the holding of more than one valid election in a bargaining unit or any subdivision thereof in a 12-month period,[66] amounts in part to a codification of the Board's 1-year certification rule.[67] In addition, however, it creates a prohibition against holding a second election within the same year after a valid election lost by a union, where the election does not result in a certification.[68] The significant term, "valid election," has been interpreted by the Board in several cases. The Board has held that this term does not embrace an informal card check;[69] or an election in which the balloting was inconclusive;[70] or an election which resulted in a dismissal of the petition, without disposing of objections, because of the petitioning union's noncompliance with section 9 (f) and (h) of the act.[71]

In a number of cases, the Board found it necessary to consider the impact of section 9 (f), (g), and (h), section 103, and section 8 (d) (1) of the amended act on the foregoing 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 already been discussed above. The purpose of section 103 is to forestall for specified periods the invalidation of either a certification issued prior to the effective date of the amended act, or a contract, in respect to a certification, entered into before its effective date. Section 8 (d) (1) covers one aspect of the duty to bargain and 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.

[64] *Matter of Robertshaw-Fulton Controls Co.* (77 N. L. R. B. 316).
[65] To similar effect is *Matter of Willborn Bros. Co., Inc.* (77 N. L. R. B. 1026).
[66] See footnote 34, *supra*.
[67] The Board relied upon this statutory provision in *Matter of Lehrolite, Inc.* (75 N. L. R. B. 607), in dismissing a petition filed 5 months after a consent election in the same unit won by a rival union, because only 11 months had elapsed at the time of its decision.
[68] For one ramification of this section see *Matter of Federal Shipbuilding & Drydock Co.* discussed at pp. 27, *supra*.
[69] *Matter of Arrow, Hart, and Hegeman Electric Co.* (77 N. L. R. B. 258).
[70] *Matter of NAPA New York Warehouse, Inc.* (76 N. L. R. B. 840).
[71] *Matter of Nashville Corp.* (77 N. L. R. B. 145).

The Board has taken 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.[72] With respect to section 103, the Board has held that this savings clause will operate to protect the vitality of a certificate issued prior to the amended act until 1 year after its issuance, despite the noncompliance of the certified union.[73] But it does not operate to protect a contract which was executed before the effective date of amended act in the face of another union's petition;[74] or to preserve a contract entered into before such effective date as to certain employees whose inclusion in the coverage of the contract exceeded the authority conferred by the certification;[75] or to prevent the conduct of a hearing before the expiration date of a contract executed before August 22, 1947.[76] As to section 8 (d) (1), the Board has concluded 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.[77]

5. The resolution of a question concerning representation; conduct of elections

Section 9 (c) of the act, as amended, prescribes the election by secret ballot as the sole method of resolving a question concerning representation, and leaves the Board without the discretion it formerly possessed (but rarely exercised) to utilize other "suitable means" of ascertaining representatives.[78] With certain significant exceptions, discussed below, the Labor Management Relations Act of 1947 has left to the Board's discretion all other matters pertaining to the determination of representatives, including, for example, selection of the time and place when elections are to be conducted, the method whereby a forthcoming election is to be publicized, the mechanics of the balloting, the identification of eligible voters, and appraisal of the election results. And, except for adaptations required by the new statutory provisions, the Board has adhered to its previously enunciated rules and practices governing representation elections, without significant change during this fiscal year.[79]

The standards determining eligibility to vote in Board-directed elections are familiar; generally all persons who were employed in the appropriate unit at the time when the direction of election issued are eligible to vote, unless they quit or were discharged for cause between that date and the date of the election itself. But the old rule that employees engaged in a current strike are eligible to par-

[72] *See Matter of California Walnut Growers Assoc.* (77 N. L. R. B. 756). The union whose contract was held to bar an election in that case was not in compliance.
[73] *Matter of J. Freezer & Son Inc.* (75 N. L. R. B. 646); footnote 11, *supra*.
[74] *Matter of National Tube Co.* (76 N. L. R. B. 1199); *Matter of American Rolling Mills Co.* (76 N. L. R. B. 1209).
[75] *Matter of American Rolling Mills Co.* (footnote 74, *supra*).
[76] *Matter of General Electric Co.* (77 N. L. R. B. 1198); *Matter of Westinghouse Electric Corp.* (78 N. L. R. B. 10); *Matter of Bush Woolen Mills, Inc.* (76 N. L. R. B. 618).
[77] *Matter of International Harvester Co.* (77 N. L. R. B. 242).
[78] Before it was amended, sec. 9 (c) of the act provided in part, "Whenever a question affecting commerce arises concerning the representation of employees, the Board may investigate such controversy * * * and may take a secret ballot of employees, or utilize any other suitable method to ascertain such representatives." As noted in the introductory discussion, the Board has uniformly employed the election method since 1939. See footnote 7, *supra*.
[79] See Tenth Annual Report, p. 22, ff.; Eleventh Annual Report, p. 19, ff.; Twelfth Annual Report, p. 14, ff.

ticipate in the choice of a collective bargaining representative has been modified by section 9 (c) (3) of the act, as amended, which provides in part, "Employees on strike who are not entitled to reinstatement shall not be eligible to vote." This statutory provision must be read in the light of the Board's long-standing rule that employees participating in an "economic strike," as contrasted with those engaged in a strike caused by unfair labor practices, are not entitled to be reinstated if, when they apply, their jobs have been filled by replacement workers.[80] Despite this rule, under which economic strikers, so called, are not absolutely "entitled" to reinstatement, it was the Board's consistent view, prior to the 1947 amendments, that such strikers were eligible to vote in representation elections, even though they had been replaced. This was partly because their status as employees was expressly preserved by that portion of section 2 (3) of the act which defines the term "employee" as including "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." [81]

This doctrine is now specifically overruled by the quoted language of section 9 (c) (3). Accordingly, in cases where a strike is current at the time of an election, the Board now denies the franchise to those striking employees who have been "permanently replaced." [82] Frequently, as in the leading *Pipe Machinery* case [83] which was first before the Board in February 1948 it cannot be accurately determined at the time the election is directed which strikers have been validly replaced and which are still entitled to reinstatement. The Board therefore provided in the cited case and others like it that both the strikers and the replacement workers would be deemed presumptively eligible and permitted to cast ballots subject to challenge.[84] In the *Pipe Machinery* case, a supplemental hearing on challenged ballots was held after the election; the Board then (in the October 1948, decision) disposed of the issues upon the basis of the evidence showing the status of strikers and their replacements as of the time of the election.

The filing requirements of the amended act affect another phase of election and postelection practice. As noted elsewhere in this

[80] See *N. L. R. B.* v. *Mackay Radio & Telegraph Co.* (304 U. S. 333).

[81] As the majority of the Board explained in 1945, in *Matter of Columbia Pictures Corp. et al.* (64 N. L. R. B. 490), another reason for this rule was the fact that strikes are frequently concluded by settlements pursuant to which the strikers are reinstated and their replacements are dismissed. For much the same reasons, an earlier Board in 1938, in *Matter of A. Sartorious & Co., Inc.* (10 N. L. R. B. 493), held that the replacement workers themselves were ineligible to vote in an election conducted during an economic strike, because they were essentially temporary employees. That rule was changed in 1941, in *Matter of The Rudolph Wurlitzer Co.* (32 N. L. R. B. 163), where a majority of the Board held that the replacement employees as well as the economic strikers were eligible to vote. The rule of the *Wurlitzer* case was unchanged until the amendment of the act in 1947.

[82] The general rule that temporary employees, as distinguished from those who have a substantial expectancy of future employment, are ineligible to vote in Board directed elections still stands. Consequently a crucial issue commonly presented in the economic strike cases is whether or not replacement workers are "permanent" employees. In *Matter of The Pipe Machinery Co.* (79 N. L. R. B., No. 181) (Supplemental Decision and Direction issued October 13, 1948); the Board found that a group of economic strikers had been permanently replaced and that the strikers were therefore not "entitled" to reinstatement within the meaning of sec. 9 (c) (3). The Board stressed the following facts: The replacement workers as well as the strikers themselves had been told by the employer that the newly hired employees were being employed on a permanent basis and would not be "bumped" by strikers seeking to return to work after a certain date; most of the replacement workers had previously engaged in the same or similar work as that for which they were hired by this employer; and the new employees were recruited from the geographical area in which the plant was located. In addition, the Board pointed out that there was no showing that any of the individuals currently on strike had ever made an unconditional application for reinstatement.

[83] Cited in footnote 82, *supra*. The Decision and Direction of Election is reported at 76 N. L. R. B. 247

[84] In the *Pipe Machinery* case the Board was careful to point out that its action should not be taken as reiterating the doctrine of the *Wurlitzer* case.

chapter, a union not in compliance with section 9 (f), (g), and (h) of the act is barred from the ballot in all cases, except decertification cases, even though it may have properly intervened in the proceedings by virtue of a current contractual interest. A corollary rule is that neither a union thus excluded from the ballot nor any individual or organization deemed to be "fronting" for it, will be permitted to file objections to the election or exceptions to the regional director's report on objections or challenges.[85]

The Board is keenly aware of its responsibility to the parties in representation cases and to the public for the maintenance of high standards governing the conduct of elections under its auspices. Its objective in each case is to insure that the secret ballot is held under conditions enabling employees to register a free and untrammeled choice for or against a bargaining representative. When a party in a representation case files timely objections,[86] the Board will set the election aside if its investigation reveals that there was any substantial defect or irregularity in the conduct of the balloting[87] or that the employees' freedom to express their true desires in the election was inhibited by "antecedent conduct or episodes which were both (1) coercive in character, *and* (2) so related to the election in time or otherwise as to have had a probable effect upon the employees' action at the polls."[88] On the other hand, the Board eschews the role of censor and declines to vacate elections because of activities in the nature of "campaign propaganda."[89]

Unremedied unfair labor practices constituting coercion of employees are generally regarded by the Board as grounds for vacating an election,[90] but the converse is not always true. The Board has the power to set aside an election, in the exercise of its discretion, because of any conduct or circumstances militating against the employees' freedom of choice, even though the objectionable conduct in a particular case may not quite be an unfair labor practice subject to prevention in complaint proceedings. In such a case, the Board will occasionally set aside the election if it is convinced that there was serious interference with the employees' free exercise of their franchise; but, as the majority remarked in *Matter of General Shoe Corp.*, 77 N. L. R. B.

[85] See certification of representatives issued June 4, 1948, in *Matter of Norcal Packing Co.*, Case No. 20-R-2221 (Decision and Direction of Election at 76 N. L. R. B. 254); *Matter of Oppenheim Collins and Co., Inc.* (79 N. L. R. B., No. 59). However, a noncomplying union whose name appears on the ballot in a *decertification* election may file objections. See *Matter of Magnesium Casting Company* 77 N. L. R. B. 1143.

[86] Objections must be filed within 5 days after the tally of ballots has been furnished to the parties; but in the computation of this period, Sundays, legal holidays (but not half-holidays), and Saturdays on which the Board's offices are not open for business are excluded. See secs. 203.61 and 203.87 of the Rules and Regulations, Series 5, as amended August 18, 1948, and *Matter of Lafayette National Bank of Brooklyn, New York* (77 N. L. R. B. 1210).

[87] See *Matter of NAPA New York Warehouse, Inc.* (75 N. L. R. B. 1269) (failure of Board agent to challenge the ballots of voters as to whose probable ineligibility he had notice); *Matter of Knox Metal Products, Inc.* (75 N. L. R. B. 277). Compare *Matter of Wilson Athletic Goods* (76 N. L. R. B. 315).

[88] This test of substantial interference with an election, enunciated in *Matter of Maywood Hosiery Mills.* (64 N. L. R. B. 146), in 1945, was reiterated by the Board in *Matter of NAPA New York Warehouse, Inc.*, footnote 87, *supra.*

[89] *Matter of Carrollton Furniture Manufacturing Company* (75 N. L. R. B. 710); *Matter of Stonewall Cotton Mills* (75 N. L. R. B. 762); *Matter of NAPA New York Warehouse*, footnote 87, *supra.*

[90] For this reason the Board ordinarily declines to conduct an election if unfair labor practice charges are pending or if unfair labor practices previously found by the Board have not yet been remedied, unless the charging party files a "waiver" agreeing not to rely upon the alleged or established violations of the act as a basis for subsequently attacking the results of the election. See Tenth Annual Report, pp. 26, 27; *Matter of Linde Air Products* (77 N. L. R. B. 1206). But charges finally disposed of by administrative dismissal present no obstacle to an election. *Matter of Dickson-Jenkins Manufacturing Co.* (76 N. L. R. B. 449).

124,[91] it will exercise its power in this area only "sparingly." If the alleged interference consists solely of an employer's antiunion propaganda falling within the "free speech" privilege defined in section 8 (c) of the amended act,[92] the Board is disinclined to vacate the election.[93] There are, of course, many representation cases in which the validity of an election is called into question by an objecting party but there is no companion unfair labor practice case presenting the issue whether the alleged interference with the election is also a violation of the act. In those cases, the Board determines only the question whether there was substantial interference with the election, and does not consider the possible applicability of the unfair labor practice provisions of the statute.[94]

Section 9 (c) (3) of the act as amended provides in part, "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." This provision has not as yet been interpreted by the Board in any formal opinion. It alters certain features of the Board's practice respecting run-off elections in this respect: whereas, under the rules and regulations in effect before the 1947 amendments, [95] the "neither" or "none" choice was eliminated from the run-off ballot unless it received a plurality of votes cast in the original election, this choice now must appear on the run-off ballot if it received either the highest or second highest number of votes.

6. The unit appropriate for the purposes of collective bargaining

Under section 9 (a) of the amended act, as before, the collective bargaining representative designated by the majority of the employees *in an appropriate unit*,[96] is the exclusive representative of all the employees in that unit, "for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment." And it is the Board's responsibility under section 9 (b) of the act to "decide in each case whether, in order to

[91] In this case a majority of the Board set aside an election because the employer's president had delivered an intemperate antiunion address to small groups of employees, summoned from their work to listen to him, on the day before the election took place, and the foreman had propagandized the employees in their homes. Although the majority held that this was such an abuse of normal campaign tactics as to warrant vacating the election, the Board found unanimously that the conduct in question did not constitute an unfair labor practice because it fell within the area of privilege defined in sec. 8 (c) of the act. (See footnote 92, *infra*.) Members Reynolds and Gray dissented from the majority's ruling as to the validity of the election, stating that, in their opinion, the Board should not exercise its power to set aside an election for employer conduct to which the act "specifically lends protection."

[92] Sec. 8 (c) of the amended act provides:

"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."

[93] In a number of recent cases, the members comprising the majority in the *General Shoe* case, *supra*, have declined to apply the doctrine of that case to comparable, but somewhat less aggravated, fact situations, and have applied the standards defined in sec. 8 (c), *supra*, in determining whether or not an employer's antiunion campaign afforded justification for setting aside an election. See *Matter of The Babcock & Wilcox Co.* (77 N. L. R. B. 577); *Matter of The Kinsman Transit Co.* (78 N. L. R. B. 78); *Matter of The Hinde & Dauch Paper Co.* (78 N. L. R. B. 488) (distinguishing the *General Shoe* case); and *Matter of Malinckrodt Chemical Works* (79 N. L. R. B., No. 184) distinguishing the *General Shoe* case, with Members Houston and Reynolds dissenting).

[94] See *Matter of Haskett Tool & Manufacturing Co.* (77 N. L. R. B. 572), where an election was vacated because the employer, on the day of the election, had changed the schedule of working hours, so that the employees could not go to the polls conveniently or without making themselves conspicuous. See also *Matter of General Steel Products* (77 N. L. R. B. 810).

[95] See Rules and Regulations, Series 4 (effective September 11, 1946), sec. 203.56.

[96] As explained in prior annual reports, the vote of a majority of the employees participating in an election under Board auspices, provided that a representative number of the eligible employees cast ballots, is deemed to reflect the desires of all the employees in the bargaining unit. See Twelfth Annual Report p. 18; Eleventh Annual Report, p. 23.

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 * * *." Guided by this general statement of statutory purposes and standards, the opening part of which was slightly rephrased but not substantially changed by the amendments,[97] the Board, over a period of years, has formulated certain criteria which are applicable to the determination of all questions concerning the appropriate bargaining unit.[98] Except in the particular and important situations discussed below, the 1947 amendments of the act have left unchanged these familiar basic tests of appropriateness. Chief among them is the rule, restated by the Board this year in *Matter of Chrysler Corp.*,[99] that "employees with similar interests shall be placed in the same bargaining unit." This factor of mutuality of interest, together with the history of collective bargaining in the particular plant or industry involved, is given great weight by the Board in deciding any unit controversy, whether the dispute concerns the geographical scope of the proper bargaining unit, or its general character (for example, whether craft or industrial), or questions as to the inclusion of particular occupational categories of employees.

In deciding each case on its own facts, as it must do, the Board is vested with broad discretion, but its discretion in certain instances is now limited by provisions of the amended act. In brief outline, the innovations are as follows: "Professional employees," "guards," and "supervisors," respectively, are now defined in the statute; and supervisors, as well as "independent contractors" are expressly excluded from the definition of "employees" covered by the act. Two new provisos added to section 9 (b) dictate conditions affecting the unit placement of professional employees and guards. Another proviso, section 9 (b) (2), affects the Board's consideration of certain cases involving the familiar controversy over craft versus industrial units. Finally, section 9 (c) (5) prescribes that the extent of employee organization shall not be "controlling" in unit determinations.

Among the first important substantive questions which the Board decided under the amended act were those involving the meaning of the so-called *craft* amendment, section 9 (b) (2). This subsection provides "That the Board shall not * * * 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." In *Matter of National Tube Co.*,[1] a leading case, a craft union petitioned for an election among the employees in a small craft group (bricklayers) who were employed in a large basic steel plant. Collective bargaining history at that plant had established an industrial

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[97] The phrase, "in order to assure to employees the fullest freedom in exercising the rights guaranteed by this act," was substituted for the following phrase in sec. 9 (b) of the original act: "in order to insure to employees the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of this act." In *Matter of National Tube Co.* (76 N. L. R. B. 1199), discussed below, the Board explained that the new language is not substantially different from the old, and held that the change does not itself indicate that small units, such as craft groups, must now be preferred over more comprehensive ones. See also *Matter of Chrysler Corp.* (76 N. L. R. B. 55), where the Board overruled a contention that the policy of the amended act required it to exercise its discretion in favor of small departmental units rather than a single plant-wide unit.

[98] See Twelfth Annual Report, p. 18; Eleventh Annual Report, pp. 23-24; Tenth Annual Report, pp. 27-28.

[99] Cited in footnote 97, *supra*.

[1] Cited in footnote 97, *supra*.

unit which included the bricklayers, and there had been, several years before, a "prior Board determination" that the industrial unit was appropriate. The petitioning craft union argued vigorously in this case that the Board was *compelled*, under section 9 (b) (2), to grant a self-determination election looking toward the establishment of a separate unit of bricklayers.[2] But the Board unanimously rejected this contention, and found that the proposed craft unit was inappropriate, particularly because of the complete integration of bricklaying with other functions in the steel-making process and the prevailing pattern of industrial units in the basic steel industry. As to the craft-unit proviso itself, the Board held that this new statutory provision precludes it from rejecting a proposed craft unit in any case upon the sole ground that a different unit was established by a prior decision; but that it does not preclude consideration of the employer's collective bargaining history at the particular plant in question as a factor weighing against splitting off a craft unit, much less the historical pattern of bargaining in the industry as a whole.

The result reached by the Board in the *National Tube* case was consistent with a line of earlier decisions involving the problem of craft severance in basic steel plants.[3] However, in many other cases decided during the last fiscal year, where the factors deemed controlling in the *National Tube* case were not present, the Board has continued to follow its increasingly prevalent policy [4] of permitting the employees in a true craft group to vote for separate representation, even in the face of bargaining history on an industrial basis.[5] In addition, the Board has made progress, during the period covered by this report, in clarifying the standards to be applied in judging what aggregations of employees are "craft" groups, normally entitled to separate representation and to be severed from existing industrial units.[6] Certain departmental groups which are homogeneous and particularly distinct, although they are not pure craft groups, are also frequently recognized as appropriate units, especially if they have a substantial craft nucleus or a tradition of separate representation.[7]

[2] This argument relied less on the statutory language itself than on certain statements in the legislative history of the 1947 amendments, indicating an intention on the part of the Congress to overrule the doctrine of the old *American Can* case (13 N. L. R. B. 1225). The Board held, however, that the legislative history in its entirety did not support the argument that craft severance was mandatory in all situations.

[3] See *Matter of Geneva Steel Co.* (57 N. L. R. B. 50 and 67 N. L. R. B. 1159), and cases cited therein. See also, *Matter of American Rolling Mills Co.* (76 N. L. R. B. 1209), where the Board followed its ruling in the *National Tube* case. Cf. *Matter of The Standard Steel Spring Co.* (75 N. L. R. B. 471).

[4] See *Matter of International Minerals & Chemical Corp.*, etc. (71 N. L. R. B. 878 (1946)).

[5] See *Matter of Marshall Field & Co.* (76 N. L. R. B. 479); *Matter of Sun Shipbuilding & Dry Dock Co.* (77 N. L. R. B. 1153); *Matter of Bucyrus-Erie Co.* (76 N. L. R. B. 483). However, the limitation on the right of a craft group at a single plant to split off from a *multiple plant* industrial unit, enunciated prior to the effective date of the amendments in *Matter of T. C. King Pipe Co. et al.* (74 N. L. R. B. 468) and *Matter of The Central Foundry Co.* (74 N. L. R. B. 1026) has been reaffirmed and followed under the amended act. See *Matter of Robert Gair Co.* (77 N. L. R. B. 649).

[6] See *Matter of The Baldwin Locomotive Works* (76 N. L. R. B. 922); *Matter of Pacific Car & Foundry Co.* (76 N. L. R. B. 32); *Matter of American Cabinet Hardware Corp.* (77 N. L. R. B. 1435); *Matter of The Sharon Herald Co.* (77 N. L. R. B. 341); *Matter of St. Louis Public Service Co.* (75 N. L. R. B. 693); *Matter of Gulf Oil Corp.* (77 N. L. R. B. 308); *Matter of Dazey Corp.* (77 N. L. R. B. 408). The Board does not require, as a condition of craft severance, that the employees in the craft groups exercise the whole gamut of their skills (*Matter of American Chain and Cable Co., Inc.* (77 N. L. R. B. 850)); but it does hold that craftsmen seeking severance should be engaged, at least a substantial part of their working time, in the skilled work for which they are qualified (*Matter of Hardy Plastics & Chemical Corp.* (76 N. L. R. B. 463)).

[7] In *Matter of Allis-Chalmers Manufacturing Co.* (77 N. L. R. B. 719), the Board stated, in outlining its approach to the problem of severance of such groups: "The Board has not always insisted that a small group of employees be composed exclusively of craftsmen in order to warrant its establishment as a separate unit, or its severance from a larger unit. However, the less stringent requirements in this respect have generally been applied to groups of employees with a substantial nucleus of craftsmen, and then only to certain types of departments. Such departments are generally identifiable and homogenous, perform operations substantially different from those performed in the rest of the plant, contain all the particular kind of employees in the plant, and have a history of separate bargaining; they have included boiler rooms, powerhouses, toolrooms and machine shops. (Citing illustrative cases.) Such departments have, by custom and practice, come to be regarded as craft like and separable." Compare, however, *Matter of Interstate Telephone Co.* (77 N. L. R. B. 637); *Matter of St. Louis Public Service Co.* (77 N. L. R. B. 749).

Where these characteristics are lacking however, the new subsection 9 (c) (5) of the act militates against the establishment of departmental units. That subsection provides: "In determining whether a unit is appropriate for the purposes specified in subsection (b) [of sec. 9] the extent to which the employees have organized shall not be controlling." The Board construes this provision as overruling its earlier decisions in which "extent of organization" was the controlling factor supporting a finding that a particular unit was appropriate.[8] There has been no noteworthy change in the principles applied by the Board in considering multiple-employer [9] and multiple-plant [10] units.

The amendment to section 2 (3) of the act, excluding *supervisors* from the class of persons defined as "employees" for purposes of the statute, settled a question which vexed and divided the Board ever since 1942.[11] As only "employees" can compose appropriate units, it is no longer within the Board's discretion either to include supervisory personnel in units of rank and file employees or to establish units consisting solely of supervisory personnel. The definition of supervisors contained in section 2 (11) of the act as amended [12] is substantially a codification of the definition formulated and uniformly applied by the Board for several years before the amendment of the statute.[13]

The exclusion of *independent contractors* from the definition of employees in section 2 (3) of the act has been cited by the Board in several recent cases, in which independent contractors or their employees were excluded from a unit consisting of employees of the principal employer by whom the independent contractor was engaged.[14] Literally, this amendment only codifies the Board's previous practice of excluding persons who clearly fell within the category of independent contractors. However, as the Board indicated in *Matter of Morris*

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[8] See *Matter of Hudson Hosiery Co.* (77 N. L. R. B. 566). But see also *Matter of Mandel Bros., Inc.* (77 N. L. R. B. 512), where the Board pointed out that, although the extent of employee organization can no longer be the *controlling* factor, it is still one of the several factors to be weighed in determining the appropriateness of a unit. Cf. *Matter of Roanoke Mills Co.* (76 N. L. R. B. 195), where the Board found a single-plant unit appropriate, despite a contention that the employer's second plant, 1-mile distant, should be included, and that only the two-plant unit would be appropriate. For an explanation of the "extent of organization" doctrine as it existed on the eve of the enactment of the Labor Management Relations Act of 1947, see Twelfth Annual Report, p. 20.

[9] See *Matter of Sterling Pulp & Paper Co.* (77 N. L. R. B. 63); *Matter of Cour D'Alene Mines Corp.* (77 N. L. R. B. 670); *Matter of Edward Taubman et al.* (77 N. L. R. B. 846); *Matter of Home Furniture Co.* (77 N. L. R. B. 1437). Cf. *Matter of The Veneer Manufacturing Co.* (77 N. L. R. B. 659).

[10] See *Matter of Link-Belt Co.* (76 N. L. R. B. 124); Cf. *Matter of Texas Electric Service Co.* (77 N. L. R. B. 1258).

[11] See Tenth Annual Report, p. 31 ff.; Eleventh Annual Report, p. 28 ff.; Twelfth Annual Report, p. 21 ff.

[12] This section provides: "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 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."

[13] Consistently with its prior practice, the Board has held, since the new act went into effect, that mere straw bosses or work leaders are not supervisors. *Matter of George Ehlenberger and Co., Inc.* (77 N. L. R. B. 701); *Matter of H. J. Heinz Co.* (77 N. L. R. B. 1103). In *Matter of Clayton Mark & Co.* (76 N. L. R. B. 230), a majority of the Board (Members Reynolds and Gray dissenting) reaffirmed the rule previously announced in *Matter of Luminous Processes Inc.* (71 N. L. R. B. 405), that production inspectors whose duties may affect the earnings of employees will nevertheless be included in a production and maintenance unit, as inspectors of this type are not supervisors, guards, or professional employees within the meaning of the amended act. An employer's designation of certain employees as "supervisors" is not necessarily decisive of their status. The Board will examine the facts and circumstances in each case and decide whether or not personnel whose inclusion in a unit is disputed are actually supervisors as defined in the act. See *Matter of Morowebb Cotton Mills Co.* (75 N. L. R. B. 987); *Matter of The Austin Co.* (77 N. L. R. B. 938); *Matter of The American News Company, Inc.* (77 N. L. R. B. 1036).

[14] *Matter of Kansas City Star* (76 N. L. R. B. 384); *Matter of Southwestern Associated Telephone Co.* (76 N. L. R. B. 1105) (Chairman Herzog dissenting).

Steinberg et al. (78 N. L. R. B. 211), decided shortly after the close of the fiscal year, it construes section 2 (3), as amended, in the light of its legislative history, as a mandate now to apply "the ordinary tests of the law of agency" in distinguishing between "employees" and "independent contractors," rather than the test enunciated in the *Hearst* case [15] which prevailed before the act was amended.

The third proviso to section 9 (b) of the amended act, provides: "The Board shall not * * * (3) decide that any unit is appropriate * * * 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. [Italics added.] It was the Board's practice in the past to insist upon separate units for monitorial guards, plant policemen, and watchmen. But the statute now adds two additional restrictions: (1) In effect, only unaffiliated unions representing guards exclusively may be certified to represent guard units. Accordingly, the Board held, in *Matter of Schenley Distilleries, Inc.* (77 N. L. R. B. 468), that a local union chartered by the American Federation of Labor was ineligible for certification as the representative of a unit consisting of plant guards because it was affiliated, through the American Federation of Labor, with unions admitting to membership employees other than guards. But in the converse situation, in *Matter of E. R. Squibb and Sons* (77 N. L. R. B. 84), the Board rejected a contention that an international union affiliated with the American Federation of Labor could not be certified as the representative of production and maintenance employees, merely because one of its chartered locals happened to be the certified representative of guards at another plant of the same employer. (2) As the amendment contains language defining the term "guard," the Board now holds that *watchmen*, even though they do not function as monitors of fellow employees, must be excluded from bargaining units of production and maintenance employees. This is because watchmen normally have a duty to protect their employer's property against theft, whether by employees or "other persons" who might gain access to the employer's premises.[16]

Section 9 (b) (1) of the amended act provides that the Board "shall not * * * decide that any unit is appropriate * * * if such unit includes both *professional* employees and employees who are not professional employees unless a majority of such professional em-

[15] *N. L. R. B.* v. *Hearst Publications, Inc.* (322 U. S. 111).

[16] *Matter of C. V. Hill & Co., Inc.* (76 N. L. R. B. 158). But in *Matter of Radio Corp. of America* (76 N. L. R. B. 826) and *Matter of Steelweld Equipment Co., Inc.* (76 N. L. R. B. 831), the Board held (Members Reynolds and Murdock dissenting) that an employee who spends less than half of his working time in guard duties is not an individual "employed as a guard" within the meaning of sec. 9 (b) (3) and that such employees may therefore be included in units of production and maintenance employees. Similarly, a majority of the Board (Member Murdock dissenting) held in *Matter of Brinks, Inc.* (77 N. L. R. B. 1182), that the restrictions contained in sec. 9 (b) (3) do not apply to armored truck drivers who have no duty to report derelictions or violations of rules by fellow employees and who are engaged to guard property belonging not to their own employer, but to their employer's customers.

ployees vote for inclusion in such unit." [17] [Italics added.] This amendment substantially codifies the Board's prior practice of placing professional employees in separate bargaining units, or excluding them from units of other employees wherever the record in a particular case indicated that the professional personnel desired to be segregated. But it removes the matter from the Board's discretion and permits of no exceptions to the general rule. Persons employed in a professional capacity [18] are accordingly now excluded from all units consisting of nonprofessional workers; or, in a proper case, the professionals are voted separately to determine whether or not they desire to be included or continue to be included in a unit of nonprofessional employees.[19]

Consistently with previously established policies that were unaffected by the amendments, the Board has continued during the past fiscal year to exclude from bargaining units of other employees confidential employees and managerial personnel.[20] In *Matter of Worthington Pump and Machinery Corp.* (75 N. L. R. B. 678), a majority of the Board (Members Reynolds and Gray separately concurring) held that time-study personnel, often termed industrial engineers, are professional employees within the meaning of the amended act, but adhered to its previous view that employees in this category are neither confidential nor managerial.[21] In *Matter of Kol-Master Corp.* (77 N. L. R. B. 466), the Board also followed earlier precedents in holding that close relatives of the corporate employer's president should be excluded from a unit consisting of other employees of the corporation, because of their "close relationship to management." [22]

Union-shop referendum cases

Under section 8 (a) (3) and 8 (b) (2) of the amended act, discrimination in regard to the hire or tenure of employees tending to encourage or discourage membership in a labor organization is prohibited, except that a form of union-shop contract is sanctioned under certain specified conditions. One of these conditions, which must be

[17] Sec. 2 (12) of the amended act contains an elaborate definition of the term "professional employees." The Board has held that the following are professional employees: time-study and standards men (*Matter of Worthington Pump and Machinery Corp.* (75 N. L. R. B. 678)); attorneys in the claim department of an insurance company (*Matter of Lumbermen's Mutual Casualty Co.* (75 N. L. R. B. 1132)); plant engineers and right-of-way agents employed by a telephone company (*Matter of Illinois Bell Telephone Co.* (77 N. L. R. B. 1073)); estimators employed by a company engaged in the business of designing and constructing office and industrial buildings and structures (*Matter of the Austin Co.* (77 N. L. R. B. 938).

On the other hand, the Board has held that the following are *not* professional employees: reporters, special editors, and rewrite men employed by a newspaper (*Matter of Jersey Publishing Co.* (76 N. L. R. B. 467)); wire editor, sports editor, society editor, and clerks on a newspaper staff (*Matter of Free Press Co.* (76 N. L. R. B. 1047)); announcers, singers, and writers employed by a radio station (*Matter of West Central Broadcasting Co.* (77 N. L. R. B. 366)); accounting employees who do cost analysis and other accounting work (*Matter of American Window Glass Co.* (77 N. L. R. B. 1030)).

[18] But not individuals possessing professional qualifications who are not employed in a professional capacity. See *Matter of Charles Eneu Johnson & Co.* (77 N. L. R. B. 41); *Matter of Starrett Bros. & Eken, Inc.* (77 N. L. R. B. 275).

[19] See *Matter of Illinois Bell Telephone Co.* (77 N. L. R. B. 1073), where a decertification election was directed for a group of professionals who petitioned for severance from a previously established unit consisting predominantly of nonprofessional personnel. But in *Matter of Continental Motors Corp.* (77 N. L. R. B. 345), the Board held that the statute did not require a separate election where the unit (in which an election had been held prior to the effective date of the amended act) consisted predominantly of professional employees and included only a very small fringe of nonprofessionals.

[20] See *Matter of Art Metal Construction Co.* (75 N. L. R. B. 80); and compare *Matter of Palace Laundry Dry Cleaning Corp.* (75 N. L. R. B. 320); *Matter of American Window Glass Co.* (77 N. L. R. B. 1030).

[21] These terms were defined by the Board in *Matter of Ford Motor Co.* (66 N. L. R. B. 1317).

[22] The Board pointed out, however, that neither of these individuals was excluded from the statutory definition of "employee" contained in sec. 2 (3) of the act, as a person "employed by his parent or spouse."

satisfied before a union-shop contract can serve as a defense to charges of discrimination, is defined in section 8 (a) (3) in the following language:

(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 [e. g., union shop] an agreement.

Section 9 (e), in turn, provides in subsection (1):

(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.

Subsection (2) of 9 (e) provides that 30 percent of the employees in a bargaining unit covered by a lawful union-shop agreement may petition to have "such authority" rescinded, and that the Board shall thereupon conduct a secret ballot.

As noted elsewhere in this chapter, the jurisdictional prerequisite in a union-shop referendum case, as distinguished from a representation case under section 9 (c) of the act, is the *absence* of a question concerning representation.[23] Because of this circumstance, the usual section 9 (e) case is disposed of by consent election and does not come before the Board for decision, for there is no question to be determined, except the single one that the employees themselves decide at the polls. Occasionally, however, if a regional director dismisses a petition for a union-shop referendum and an appeal is taken to the Board, or the regional director conducts a hearing because he finds that there are substantial issues to be determined before an appropriate election may be held,[24] the Board itself rules on the issues, with or without a formal opinion.

It was in a section 9 (e) case, on appeal from the regional director's dismissal of a petition, that the Board first had occasion during the 1948 fiscal year to decide important questions as to the impact on the amended act of State legislation concerning union-security contracts in industries affecting commerce. In this case, *Matter of Giant Food Shopping Center, Inc.* (77 N. L. R. B. 791), a union petitioned for a union-shop referendum among the employees in a bargaining unit covering locations in both the District of Columbia and the State of Virginia. This bargaining unit was unquestionably appropriate under section 9 (b) of the act; these employees had been covered by contracts between the petitioning union and the employer since 1941. However, Virginia has a statute outlawing union-security contracts; the regional director dismissed the union's petition on the

[23] See *Matter of Commercial Electric Co., Inc.*, 8-UA-127, where the Board on March 30, 1948, issued an administrative ruling sustaining the regional director's dismissal of a petition filed under sec. 9 (e) (1), on the ground that the petitioning union had requested the employer to recognize it as bargaining representative.

[24] In proceedings under sec. 9 (e), unlike those under sec. 9 (c) of the act, the statute does not require a hearing. See the Board's Statements of Procedure (as amended August 18, 1948), secs. 202.21 to 202.28, inclusive, for a description of the procedure in these cases.

basis of the provisions of section 14 (b) of the act as amended. This section 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.

A majority of the Board (Chairman Herzog wrote a dissenting opinion, in which Member Houston concurred) held that the regional director had correctly construed this section of the act as rendering the contract unit inappropriate for purposes of an election under section 9 (e). Both the majority and dissenting opinions pointed out that but for section 14 (b), the act's provisions regulating union-security contracts in industries affecting commerce might well be construed as nullifying any State law which prohibits membership in a labor organization as a condition of employment.[25] The precise question on which the Board divided was whether section 14 (b) merely permits the States to legislate *concurrently* with the Federal Government concerning union-security agreements, or whether it goes farther and manifests the intent of Congress to leave the prohibition of union-shop agreements to the *exclusive* jurisdiction of the States. The majority adopted the latter view, basing their conclusion upon the legislative history of the amended act and upon the practical consideration that an election under section 9 (e) (1) of the act would be futile in a situation where "the employer and the union intend, as they should, to abide by the prohibition of the State law and refrain from executing a union-shop agreement." If, on the other hand, the employer and the union choose to disobey the State law, the majority held, the Board would place itself in an "anomalous" and untenable position by granting the petition for a union-shop referendum. In this situation, the union-shop contract executed pursuant to authority conferred in the election under section 9 (e) (1), although illegal under State law, would constitute a defense to charges of discrimination in proceedings under the Federal act. And, the majority opinion declared, it would be "inconceivable" thus to permit the parties to secure "immunization from the Board by virtue of a contract executed in violation of State law, the enactment of which is specifically protected under section 14 (b)."[26] As to the argument that the refusal to conduct a union-shop referendum in this case would give extraterritorial effect to the Virginia statute, and thus deprive employees in the District of Columbia of their statutory right to seek and obtain a union-shop contract, the majority stated:

> The fallacy of the position is that it assumes that the unit appropriate for the purposes of sec. 9 (e) (1) must be the same unit which is appropriate for purposes of collective bargaining under sec. 9 (a) * * * it is clear that a "unit * * * appropriate for such purposes" [referring to the phraseology of sec. 9

[25] Both opinions cited the Supreme Court's recent decision in *Bethlehem Steel Co., et al.* v. *New York State Labor Relations Board* (330 U. S. 767), in this connection. The dissenting opinion referred, in addition, to *Hill* v. *Florida* (325 U. S. 538), and pointed out that sec. 10 (a) of the amended act "exalts the Federal power by authorizing the Board to cede jurisdiction only to those State agencies that enforce provisions consistent with those contained in the National Act."

[26] In answer to this point, Chairman Herzog found more "anomalous" the circumstance that, because it is impossible for the union and the employer to bring themselves into compliance with the Federal law by means of an election under the majority's ruling in this case, "a State offense becomes *ipso facto* a Federal offense." Observing that several of the prohibiting States have not implemented their prohibition of union-security contracts by making the execution or enforcement of such contracts punishable, the Chairman stated, "The majority position, although at first glance a recognition of State authority, itself opens the door to Federal intrusion into State affairs by assuming that this Board is qualified to interpret local legislation.

(e) (1)] may reasonably be construed to be a unit different from that appropriate for the purposes of collective bargaining so long as such unit is a part of and included within the collective bargaining unit; otherwise, the phrase would be superfluous.

The majority concluded:

We are of the opinion * * * that although the unit appropriate for the purposes of sec. 9 (e) (1) in most instances will be coextensive with the unit appropriate for the purposes of collective bargaining under sec. 9 (a), it need not be identical in all cases with such unit. Our conclusion in this matter by no means forecloses the right of those employees in the appropriate collective bargaining unit who are employed in the District of Columbia to express their desires relative to a union-shop agreement. A petition seeking a union-shop election among those employees would be processed in conformity with our determination herein.

In his dissenting opinion in the *Giant Food* case, Chairman Herzog disputed the majority's interpretation of the intent of Congress in enacting section 14 (b), and denied that the legislative history of the amended act actually supported the conclusion "that the Congress of the United States intended, as a matter of law, to delegate its powers to the legislatures of 48 separate States." The Chairman held that the function of section 14 (b) is only to assure that the act, as amended, shall not "operate to prevent the States from continuing to enforce *their own* laws concerning union-security agreements." But, he stated "that is a far cry from saying that [sec. 14 (b)] was also intended to make the State law paramount, not only within its own sphere but also to the extent of creating violations of Federal law." In addition, although he observed that for administrative reasons, he would have been reluctant to voice a dissent if the case had involved a bargaining unit lying wholly within a prohibiting State the Chairman took issue with the majority's conclusion that a unit appropriate for purposes of an election under section 9 (e) (1) can be different from that appropriate for the purposes of collective bargaining under section 9 (a) and (b). He also questioned the practicability of the suggestion that the petitioner in this case might secure a union-shop referendum and negotiate for a union-shop contract covering only those employees in a bargaining unit who worked in the District of Columbia.

In later cases, the full Board has followed the policy enunciated by the majority in the *Giant Food* case, holding that while the unit appropriate for purposes of an election under section 9 (e) (1) of the act should generally correspond to the unit deemed appropriate for collective bargaining purposes under section 9 (a) and (b),[27] circumstances may justify a variation. In at least one case which did not involve the application of a State law prohibiting union-security contracts, the Board approved a unit for purposes of a section 9 (e) (1) election which was less extensive than the collective bargaining unit.[28] And in *Matter of Universal Carloading & Distributing Co.*

[27] See *Matter of Brink's Inc.* (77 N. L. R. B. 1182), where the Board applied the restrictions on the grouping and representation of guards, contained in sec. 9 (b) (3) of the act, in determining that armored-truck drivers and guards constituted a unit appropriate for the purposes of an election under sec. 9 (e) (1). In *Matter of Indianapolis Water Co.* (78 N. L. R. B. 411), decided shortly after the close of the fiscal year, the Board decided that supervisors should be excluded from a unit established under sec. 9 (e) (1).

[28] *Matter of Benjamin Eastwood Co.* (77 N. L. R. B. 1383). In this case, a union representing a plant-wide unit of production and maintenance employees petitioned for a union-shop election covering only the employees in the foundry which was part of the plant. In granting this petition, the Board noted that the petitioner limited its membership to foundry employees, that the foundry employees were physically separated and distinct from the other employees in the plant, and that the past bargaining practices of the parties supported the unit requested for union-security purposes.

(77 N. L. R. B., 1148), the Board held, contrary to its long-established practice in representation cases, that a one-man unit could be established for purposes of an election under section 9 (e) (1).

Other differences between union-shop referendum cases and representation cases are apparent from a reading of the statute itself. The requirement that union's *prima facie* showing amount to 30 percent, for example, is statutory, not administrative.[29] Moreover, under section 8 (a) (3), the vote of a majority of the employees *eligible* to vote in a union-shop referendum rather than a majority of those who actually participate in the election is necessary to confer upon their union representative the authority to enter into a union-shop contract.[30]

Paralleling section 9 (c) (3) of the act, which forbids more than one representation election in any bargaining unit within a single year, section 9 (e) (3) provides that "no election shall be conducted pursuant to this subsection in any bargaining unit or any subdivision within which, in the preceding 12-month period, a valid election shall have been held." In *Matter of Gilchrist Timber Co.* (76 N. L. R. B. 1233), the Board construed these two statutory provisions together, as forbidding "either two union-shop elections within 12 months, or an election within 12 months to rescind the authority granted in a union-shop election, (but) not to preclude a union-shop election at any time after a representation election."

The filing requirements contained in section 9 (f), (g), and (h) of the amended act, discussed elsewhere in this chapter, apply to unions seeking elections under section 9 (e).

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[29] In *Matter of McKeon Canning Co., Inc.* (77 N. L. R. B. 1365), the Board treated this requirement as satisfied in a situation involving a seasonal food processing operation where the petition was supported by 21 of the 40 year-round employees who were working at the time when the petition was filed. The Board held, however, that the election itself should not be held until a representative number of employees should be engaged, remarking: "An election at this time would permit the small group of employees now employed to bind the much larger group of employees who will work during the peak canning period. This would be inconsistent with the spirit and intent of the statutory provision for union-shop authorization elections, viz, that a majority of those to be bound by a union-security agreement should authorize its negotiation."

[30] Compare footnote 96, *supra*.

III

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

1. Preliminary statement

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).[2] Section 8 (a) describes employer unfair labor practices; 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.

[1] This Report covers cases from August 22, 1947, the effective date of the Labor Management Relations Act, 1947, to June 30, 1948, the closing date of the fiscal year. The decisions themselves appear in vol. 75, N. L. R. B., and those immediately following. Cases decided between July 1 and August 22, 1947, were discussed in the Twelfth Annual Report. For specific decisions and details of established fundamental principles, see the individual volumes of the Board's Decisions and Orders and previous annual reports.

[2] 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.

Section 8 (b) lists the newly defined union unfair labor practices. It is now 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, or an employer in the selection of his representatives for collective bargaining purposes; to cause or to attempt to cause an employer to discriminate against an employee in violation of section 8 (a) (3) or to discriminate against an employee who has been denied union membership or has had his membership terminated for reasons other than nonpayment of dues and initiation fees; or to refuse to bargain collectively with an employer, if the labor organization is the statutory representative of the employees. It is similarly unlawful for a "labor organization or its agents" to engage in, or induce or encourage the employees of any employer to engage in, a strike or any other concerted refusal to handle or work on any materials, or to perform any service, 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 or 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 union which has not been certified by the Board as statutory representative, (3) forcing or requiring any employer to recognize or bargain with one union when another union has been certified by the Board as statutory representative, or (4) forcing or requiring any employer to assign particular work to employees in a particular union or in a particular trade rather than to employees in another union or another trade, unless the employer is failing to comply with a Board order determining the bargaining representative for the employees performing such work. Finally, it is an unfair labor practice for a "labor organization or its agents" to require an excessive or discriminatory initiation fee of an employee covered by a valid union shop agreement; or to cause or attempt to cause an employer to pay or deliver, or agree to pay or deliver, any money or thing of value in the nature of an exaction for services which are not performed, or are not to be performed.

In addition to forbidding certain practices by labor organizations, the new act also spells out the meaning of terms which were not specifically defined in the old act. Thus, section 8 (c) of the amended act contains a definition of "free speech"; and section 8 (d) defines in detail the meaning of the phrase "to bargain collectively."[3] The amended act also makes clear that common law principles of agency are to be applied in determining whether an employer or a labor organization is responsible for the acts of other persons.[4]

Also changed is the class of persons to whom protection is granted. "Any individual employed as a supervisor" and "any individual having the status of an independent contractor" are expressly excluded from the definition of the term "employee" (sec. 2 (3)). Although, therefore, supervisors are no longer entitled to the rights guaranteed

[3] For detailed treatment of these new definitions, see the discussion, *infra*.

[4] Sec. 2 (2) now states that the term "employer" includes any person acting as an *agent* of the employer, in place of the former phrase "acting in the interest of an employer." And sec. 2 (13), which is wholly new, provides that in determining whether any person is acting as an "agent" of another, the question of "whether the specific acts performed were actually authorized or subsequently ratified shall not be controlling."

by the statute to other types of employees, they are nevertheless free to become or remain members of labor organizations (sec. 14 (a)).

Finally, the new act contains important changes in procedure and in decisional and remedial standards. The National Labor Relations Act did not impose a time limitation on the institution of unfair labor practice proceedings; the new act provides a 6-month statute of limitation applicable to both employer and union unfair labor practices.[5] The Board is also presently barred from issuing any complaint on the basis of unfair labor practice charges filed by a labor organization under section 8 (a) unless the charging union and "any national or international labor organization" of which it is an affiliate or constituent part has complied with the financial and non-Communist filing requirements of section 9 (f), (g), and (h) of the amended act.[6]

Formerly the statute provided that in unfair labor practice proceedings "rules of evidence prevailing in courts of law or equity shall not be controlling." Now section 10 (b) eliminates this language and substitutes the requirement that, in such proceedings, the rules of evidence in force in Federal District Courts under the Rules of Civil Procedure shall be applied "so far as practicable." Another wholly new provision in section 10 (c) is the rule that, if no exceptions are filed to a trial examiner's proposed report and recommended order within 20 days after service on the parties, the recommended order automatically becomes the order of the Board. In any case in which the Board orders reinstatement of an employee, back pay may now be required either of the employer or the labor organization, depending on which of them is responsible for the discrimination (sec. 10 (c)). Also completely new is the requirement of section 10 (c) that, in considering or disposing of charges alleging violation of section 8 (a) (1) or 8 (a) (2), i. e., employer assistance to or support or domination of a labor organization, "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."[7] An added provision of section 10 (c), which may well do little more than codify preexisting Board practice, bars reinstatement or back pay to any individual "suspended or discharged for cause."

2. Applicability of the amendments to decided cases

With one exception,[8] the unfair labor practice cases decided during the 1948 fiscal year were based on charges which were filed, and complaints which were issued, before the effective date of the Labor Management Relations Act. There were no cases decided by the Board in that period involving alleged violations of section 8 (b),[9]

[5] Sec. 10 (b) provides 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 * * *"

[6] For a discussion of sec. 9 (f), (g), and (h), see the chapter on representation cases.

[7] For a discussion of the new principles adopted pursuant to this change in the law, see the discussion, *infra*.

[8] *Matter of Clearfield Machine Co.* (78 N. L. R. B. 59). This was an employer unfair labor practice case. The only question presented was the validity of the prehearing election procedure formerly used by the Board.

[9] Sec. 102 provides that any conduct which occurred prior to the date of the enactment of the amended act should not constitute an unfair labor practice, if it did not constitute an unfair labor practice prior thereto. The same section also provides that a compulsory union membership provision contained in a contract entered into before the enactment of the Taft-Hartley Act or (in the case of an agreement for not more than 1 year) between the date of enactment and the effective date of the amended act, is valid for its full contract period if it fulfills the requirements contained in sec. 8 (3) of the former act.

although many trial examiners' intermediate reports issued. The Board decided several of these cases early in the fiscal year 1949.

With the effective date of the amendments, the Board was faced with the problem of deciding whether cases initiated under the old act survived under the new. In the *Marshall* and *Bruce* case,[10] the Board unanimously decided that unfair labor practices which arose under the old act are "liabilities" which are preserved under the general savings statute,[11] and that, notwithstanding a change in the law, it might proceed to decide such cases and issue appropriate orders. However, the Board decided that it will not issue any order requiring an employer to "cease and desist" in the future from conduct which is no longer unlawful.[12]

The Board's treatment of cases involving supervisors and guards illustrates this general decisional principle.[13] Thus, the Board has ordered an employer to reinstate, with back pay, supervisors who were discriminatorily discharged before the enactment of the Labor Management Relations Act.[14] The discharges were unlawful when made; they were, therefore, "liabilities" which were preserved by the general savings statute. The necessary remedy merely required the employer to undo the effect of past misconduct. On the other hand, the Board has declined to order an employer to bargain with a union for a unit of supervisors, although the employer's refusal, when it occurred, was unlawful, because such an order necessarily operates prospectively. Accordingly, the Board has dismissed charges that an employer refused to bargain for a unit of supervisors, without considering the merits of the case.[15] It has treated similarly Wagner Act cases involving an employer's refusal to bargain for a unit of guards represented by a labor organization which admits to membership, or is affiliated with an organization which admits to membership, employees other than guards.[16]

Applying well-established principles of statutory interpretation, the Board decided that purely procedural changes in the new act have only a prospective effect.[17] Thus, the financial and non-Communist filing requirements of section 9 (f), (g), and (h) of the amended act do not apply to complaints which were issued before the effective date of the new act,[18] except in cases of refusal to bargain.[19] A majority of the Board (Chairman Herzog and Members Reynolds and Gray) held in the *Marshall and Bruce* case that it would not effectuate the policies of the new act to require an employer to bargain with a union which has not satisfied the filing requirements of section 9 (f), (g), and

[10] *Matter of Marshall and Bruce Co.* (75 N. L. R. B. 90).

[11] 1 U. S. C. 29.

[12] *Matter of Republic Steel Corp.* (77 N. L. R. B. 1107); *Matter of Pullman Standard Car Manufacturing Co.* (76 N. L. R. B. 1254).

[13] Supervisors are excluded from the definition of "employee" contained in sec. 2 (3) of the amended act. Guards remain "employees," but the Board is precluded from including them in a unit with employees other than guards, and also from certifying any labor organization as representative of a unit of guards if the labor organization "admits to membership, or is affiliated directly or indirectly with an organization which admits to membership employees other than guards."

[14] *Matter of Republic Steel Corp.* (77 N. L. R. B. 1107). *Accord: Matter of The Paraffine Companies, Inc.* (76 N. L. R. B. 171); *Matter of American Patrol Service* (75 N. L. R. B. 662); *Matter of Sohio Pipe Line Co.* (75 N. L. R. B. 858); *Matter of Briggs Manufacturing Co.* (75 N. L. R. B. 569). In accordance with the change in law as to supervisors, the Board has, in unfair labor practice proceedings, modified units previously found appropriate so as to exclude supervisors therefrom. *Matter of Marshall and Bruce Co.* (75 N. L. R. B. 90).

[15] *Matter of Westinghouse Electric Corp.* (75 N. L. R. B. 1).

[16] *Matter of City National Bank and Trust Co. of Chicago* (76 N. L. R. B. 213).

[17] *Matter of Marshall and Bruce Co.* (75 N. L. R. B. 90); *Matter of The Ellis Canning Co.* (76 N. L. R. B. 99); *Matter of Electrical Testing Laboratories* (75 N. L. R. B. 384).

[18] Cases cited *supra*, footnote 17.

[19] *Matter of Marshall and Bruce Co.* (75 N. L. R. B. 90).

(h). The majority reasoned that an order to bargain is often tantamount in practice to a certification of the union as bargaining representative and that, just as the Board may not issue a certification to a noncomplying union, so it should not issue an order requiring an employer to bargain with such a union. The minority (Members Houston and Murdock) did not agree that an order to bargain is equivalent to a certification, and found nothing in the language of section 9 (f), (g), and (h) or in the policy of the act to justify giving these provisions retroactive effect in cases of refusal to bargain. In line with this decision, the majority issued a bargaining order conditioned upon the union's complying with the requirements of section 9 (f), (g), and (h) within 30 days.[20]

The 6-month statute of limitations contained in the new act has also been construed as operating prospectively only, and as having no effect on complaints issued before the Labor Management Relations Act became effective.[21] So, too, the new power given to the Board by section 10 (c) to require back pay of a labor organization responsible for discrimination against employees was held not to have any retroactive effect.[22]

Although the amendments to the act have not been applied retroactively to excuse prior illegal acts, the Board has construed the "free speech" amendment contained in section 8 (c) as applicable to preamendment cases. This is so because the Board's cease-and-desist orders, based on its findings of unfair labor practices, operate prospectively, and the Board will not prohibit in the future conduct which the amended act now permits. 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 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.

This section appears to enlarge somewhat the protection previously accorded by the original statute and to grant immunity beyond that contemplated by the free speech guarantees of the Constitution. For example, the *Clark Bros.*[23] "compulsory audience" doctrine has been held to be invalidated by this section of the act.[24] Nor can a noncoercive speech any longer be held to violate the act because at other times, and on other occasions, the employer has committed other unfair labor practices.[25] However, words and conduct may be so intertwined as to be considered a single coercive act. Thus, where an employer delivered a speech to his employees impressing them with the fact that a union was an unnecessary outside influence which he preferred not to have in his plant, and immediately thereafter polled the employees on whether he should "step out completely and let the business go on its own power," the Board found that the speech and the poll together constituted a threat that, if the employees voted

[20] In subsequent cases, the minority members have joined with the majority in issuing orders to bargain conditioned upon compliance by the union with the filing requirements of sec. 9 (f), (g), and (h). *Matter of W. W. Cross & Co.* (77 N. L. R. B. 1162); *Matter of Inland Steel Co.* (77 N. L. R. B. 1).

[21] *Matter of Clark Phonograph Record Co.* (78 N. L. R. B. 34); *Matter of Bewley Mills* (77 N. L. R. B. 774); *Matter of Briggs Manufacturing Co.* (75 N. L. R. B. 569).

[22] *Matter of General Electric X-Ray Corp.* (76 N. L. R. B. 64).

[23] *Matter of Clark Bros. Co. Inc.* (70 N. L. R. B. 802), enforced as modified, 163 F. 2d 363 (C. C. A. 2). See Twelfth Annual Report, pp. 26–27; Eleventh Annual Report, p. 35.

[24] *Matter of The Babcock & Wilcox Co.* (77 N. L. R. B. 577); *Matter of General Shoe Corp.* (77 N. L. R. B. 124).

[25] *Matter of The Bailey Co.* (75 N. L. R. B. 941); *Matter of The Babcock & Wilcox Co.* (77 N. L. R. B. 577); *Matter of Tygart Sportswear Co.* (77 N. L. R. B. 613).

for the union, the employer might discontinue operations. The speech and poll jointly were therefore found to violate section 8 (a) (1) of the act.[26]

Not only does section 8 (c) declare that noncoercive statements shall not constitute unfair labor practices; it also provides that such statements shall not "be *evidence* of an unfair labor practice under any of the provisions of this act." Previously, noncoercive antiunion remarks of an employer, although themselves privileged, were admissible to show an employer's motive where that fact was in issue.[27] In view of the language of section 8 (c), however, the Board found in several cases that privileged expressions of opinion were not admissible to show motive.[28]

Employer utterances on employees' organizational activities which contain a "threat of reprisal or force or promise of benefit" are unlawful.[29] In a rather novel situation, an employer, while testifying at an unfair labor practice hearing, threatened his employees with discharge if they engaged in certain forms of organizational activity. The Board found that the statements were unlawful and were not privileged merely because they had been made during a Board-directed hearing.[30] If, however, remarks fall short of being coercive under the statutory test, they are privileged even though strongly antiunion.[31]

An employer's interrogation of his employees as to their organizational activities has always been held to be a form of unlawful interference.[32] Since the enactment of the Labor Management Relations Act, a number of employer-respondents have contended that such interrogation is privileged under section 8 (c). The Board has rejected this view. It has unanimously found that the questioning of employees concerning union activities is not an expression of "views, argument, or opinion" within the meaning of section 8 (c);[33] but that it is coercive, and therefore *per se* an unfair labor practice.

Amendments directed to a change in the Board's rules of decision, although not affecting cases decided before the effective date of the amendments, became immediately applicable to all cases decided on and after the operative date of the Labor Management Relations Act (August 22, 1947). Such was the effect of the proviso to section 10 (c), which requires that the Board, in deciding cases alleging a violation of section 8 (a) (1) or section 8 (a) (2), shall apply "the same regulations and rules of decision irrespective of whether or not the labor organization affected is affiliated with a labor organization national or international in scope." Under the Wagner Act, the Board had found that employer support or assistance or control of a union affiliated with a labor organization, national or international in scope, constituted only a violation of section 8 (1). It accordingly did not direct the

[26] *Matter of Alliance Rubber Co.* (76 N. L. R. B. 514).
[27] *Matter of Fisher Governor Co.* (71 N. L. R. B. 1291).
[28] *Matter of Consumers Cooperative Refinery Association* (77 N. L. R. B. 528); *Matter of The Carpenter Steel Co.* (76 N. L. R. B. 670).
[29] In the following cases, the Board found statements by an employer to be coercive: *Matter of Fontaine Converting Works, Inc.* (77 N. L. R. B. 1386); *Matter of Goldblatt Bros., Inc.* (77 N. L. R. B. 1262); *Matter of West Ohio Gas Co.* (76 N. L. R. B. 179); *Matter of The Bailey Co.* (75 N. L. R. B. 941).
[30] *Matter of Reeves-Ely Laboratories, Inc.* (76 N. L. R. B. 728).
[31] In the following cases, the Board found antiunion statements by an employer not to be coercive, and therefore privileged: *Matter of Goldblatt Bros., Inc.* (77 N. L. R. B. 1262); *Matter of Tygart Sportswear Co.* (77 N. L. R. B. 613); *Matter of General Shoe Corp.* (77 N. L. R. B. 124); *Matter of Wrought Iron Range Co.* (77 N. L. R. B. 487); *Matter of Atlanta Metallic Casket Co.* (75 N. L. R. B. 208); *Matter of Fulton Bag & Cotton Mills* (75 N. L. R. B. 883).
[32] See Twelfth Annual Report, p. 25.
[33] *Matter of Ames Spot Welder Co., Inc.* (75 N. L. R. B. 352).

disestablishment of such a union, but ordered the cessation of the illegal interference and the withholding of recognition from the union until duly certified by the Board.[34] Since the amendment, the Board has adopted the following new policy of equal treatment: (1) in all cases in which the Board finds that an employer has *dominated*, as well as interfered with or contributed support to, a labor organization, the Board will hold such conduct to constitute a violation of section 8 (a) (2) of the amended act, and will direct the disestablishment of the labor organization, regardless of whether it is affiliated or unaffiliated; (2) in all cases, regardless of affiliation or nonaffiliation, in which the employer's interference or support has not resulted in domination, the Board will, in addition to an appropriate cease and desist order, merely require that recognition be withheld until certification; it will not direct disestablishment;[35] (3) identical standards of decision will also be applied to affiliated and unaffiliated unions in those cases in which, following disestablishment of a dominated union, a new union appears on the scene and a question arises as to whether it is the "successor" to the old union.

3. Principles established in cases not affected by the 1947 amendments

The large bulk of the cases decided by the Board in the 1948 fiscal year involved unfair labor practices which were preserved in the Labor Management Relations Act. Following is a brief summary of the more significant of these cases:

Interfering with, Restraining, or Coercing Employees in the Exercise of the Rights Guaranteed by the Act

Section 8 (a) (1) of the Labor Management Relations Act, like section 8 (1) of the National Labor Relations Act, forbids employers to interfere with, restrain or coerce employees in the exercise of the rights guaranteed in section 7.

Generally, the types of employer conduct held to violate this section of the act were those made familiar in previous annual reports: surveillance,[36] interrogating employees concerning union activities,[37] promising or granting wage increases or other economic benefits for the purpose of influencing employees' organizational activities,[38] sponsoring or aiding in efforts to induce employees to withdraw from a union,[39] attempting to deal individually with strikers in disregard of their

[34] See, for example, Third Annual Report, pp. 64–65.

[35] *Matter of The Carpenter Steel Co.* (76 N. L. R. B. 670); *Matter of Hershey Metal Products Co.* (76 N. L. R. B. 695); *Matter of Vogue-Wright Studios* (76 N. L. R. B. 773); *Matter of Rathbun Molding Corp.* (76 N. L. R. B. 1019); *Matter of Kresge Department Store* (77 N. L. R. B. 212); *Matter of Wrought Iron Range Co.* (77 N. L. R. B. 487); *Matter of Fontaine Converting Works* (77 N. L. R. B. 1386); *Matter of Pacific Telephone & Telegraph Co.* (76 N. L. R. B. 889).

[36] Surveillance found: *Matter of Public Service Corp. of New Jersey* (77 N. L. R. B. 153); *Matter of The Colonial Life Insurance Co. of America* (76 N. L. R. B. 653); *Matter of Sohio Pipe Line Co.*, (75 N. L. R. B. 858). Surveillance not found: *Matter of Sunnyside Winery* (77 N. L. R. B. 93); *Matter of Differential Steel Car Co.*, (75 N. L. R. B. 714).

[37] *Matter of Morrison Turning Co., Inc.* (77 N. L. R. B. 670); *Matter of Fontaine Converting Works, Inc.* (77 N. L. R. B. 1386); *Matter of Reeves-Ely Laboratories, Inc.* (76 N. L. R. B. 728); *Matter of Pioneer Electric Co.* (75 N. L. R. B. 117); *Matter of Ames Spot Welder Co., Inc.* (75 N. L. R. B. 352).

[38] *Matter of Wilson & Co., Inc.* (77 N. L. R. B. 959); *Matter of West Ohio Gas Co.* (76 N. L. R. B. 179); *Matter of Union Products Co.*, (75 N. L. R. B. 591); *Matter of Harvey Chalmers & Sons, Inc.* (75 N. L. R. B. 434); *Matter of Sifers Candy Co.* (75 N. L. R. B. 296).

[39] *Matter of General Shoe Corp.* (77 N. L. R. B. 124); *Matter of The Duluth Glass Block Store Co.* (76 N. L. R. B. 1064); *Matter of Georgia Twine & Cordage Co.*, (76 N. L. R. B. 84); *Matter of West Ohio Gas Co.* (76 N. L. R. B., 179); *Matter of Bluefield Garment Manufacturers* (75 N. L. R. B. 447); *Matter of Harvey Chalmers & Sons, Inc.* (75 N. L. R. B. 434).

bargaining agent,[40] threatening strikers with discharge if they failed to return to work,[41] discriminating in favor of one of two rival unions,[42] and polling employees as to their desire for union representation.[43]

In a number of cases questions were raised concerning the validity of the promulgation or application of company rules restricting union activity on company time or property.[44] In one case, the Board reenunciated its rule that a department store could lawfully prohibit union solicitation of its employees on selling floors even during the employees' off time, because such solicitation is likely to disrupt the employer's business; similar considerations led the Board to extend the rule to cover solicitation in a store restaurant used by customers and employees of the store.[45] An employer may lawfully promulgate a rule forbidding union solicitation on company time; but he must apply the rule with an equal hand. If he enforces the rule against one union faction and ignores it in favor of another, his conduct is discriminatory and he is guilty of unlawful interference.[46]

As a general rule, an employer who signs a collective bargaining contract with one union at a time when, to his knowledge, a question of representation has been raised by another union, interferes with the right of his employees freely to choose a bargaining representative and thereby violates section 8 (a) (1) of the act.[47] This rule, enunciated in earlier years, has come to be known as the *Midwest Piping* doctrine.[48] In this connection, the clearest evidence that a question of representation exists is a Board determination to that effect in a representation proceeding. An employer may not successfully attack such a finding by an allegation that other evidence, available to the employer but not introduced by him in the representation proceeding, indicates that the Board's finding was erroneous.[49] The question of representation must be resolved by the Board, not by the parties. It is no defense to the employer that he signed a contract in the face of a rival claim after first unilaterally determining by a check of authorization cards that the contracting union represented a majority of his employees.[50] However, the rule has its exceptions. Thus, when the union filing the petition prevented a prompt determination of the representation question by submitting groundless and frivolous unfair labor practice charges, the Board ruled that the execution of a con-

[40] *Matter of Harris-Woodson Co., Inc.* (77 N. L. R. B. 819). But where the employees struck in violation of a no-strike clause in a contract, and the employer thereafter solicited the individual strikers to return to work, the Board held that such conduct was not an unfair labor practice, because the employer was not obligated to bargain with the union concerning the reinstatement of such strikers while the strike was in progress (*Matter of Charles E. Reed & Co.* (76 N. L. R. B. 548)). In another case, an employer polled strikers by secret ballot as to whether they wished to return to work after the bargaining representative had disclaimed responsibility for the strike and had expressed inability to terminate it. In these circumstances, particularly in the absence of any antiunion animus by the employer, the Board held that the polling of the strikers was not unlawful (*Matter of Fulton Bag and Cotton Mills* (75 N. L. R. B. 155)).

[41] *Matter of The Duluth Glass Block Store* (76 N. L. R. B. 1064).

[42] *Matter of General Electric X-Ray Corp.* (76 N. L. R. B. 64); *Matter of Bluefield Garment Manufacturers* (75 N. L. R. B. 447); *Matter of American Patrol Service* (75 N. L. R. B. 662); *Matter of Young Patrol Service* (75 N. L. R. B. 404); *Matter of Pioneer Electric Co.* (75 N. L. R. B. 117); cf. *Matter of The Ellis Canning Co.* (76 N. L. R. B. 99).

[43] *Matter of West Ohio Gas Co.* (76 N. L. R. B. 179); *Matter of Ames Spot Welder Co., Inc.* (75 N. L. R. B. 352); cf. *Matter of Merry Brothers Brick and Tile Co.* (75 N. L. R. B. 136).

[44] See Twelfth Annual Report, p. 25; Eleventh Annual Report, p. 34; Tenth Annual Report, p. 38; *Matter of The Pure Oil Co. (Heath Refinery)* (75 N. L. R. B. 539).

[45] *Matter of Goldblatt Bros., Inc.*, (77 N. L. R. B. 1262).

[46] *Matter of Hershey Metal Products Co.* (76 N. L. R. B. 695).

[47] See, for example, *Matter of Federal-Mogul Corp.* (76 N. L. R. B. 1).

[48] *Matter of Midwest Piping & Supply Co., Inc.* (63 N. L. R. B. 1060); Twelfth Annual Report, p. 26; Eleventh Annual Report, pp. 35–36; Tenth Annual Report, p. 38.

[49] *Matter of Basic Vegetable Products, Inc.* (75 N. L. R. B. 815).

[50] *Matter of Bluefield Garment Manufacturers* (75 N. L. R. B. 447).

tract between the employer and the rival union prior to the resolution of the representation question was not an unfair labor practice.[51] A rival claim, made during the year following Board certification of one union as bargaining representative, does not raise a question of representation within the meaning of this doctrine.[52]

An employer may be guilty of unlawful interference by entering into a contract, knowing that the contracting union intends to use the union-shop clause in the contract to secure the discharge of certain employees because of their past rival union activities.[53] This rule, enunciated in earlier years, has come to be known as the *Wallace* doctrine.[54]

As already pointed out, coercive statements by employers are still violative of the rights guaranteed employees in section 7 of the act. See pages 49 and 50, *supra*.

Aside from determining the types of employer conduct proscribed by section 8 (1) of the act, the Board has, as in the past, had before it the question of employer liability for the acts of supervisory personnel and other management representatives. An employer is generally held responsible for the antiunion conduct of his supervisors.[55] He may also be held liable for the conduct of an employee who is technically not a supervisor, but who has been clothed by the employer with the attributes of a representative of management and is reasonably regarded as such by the employees.[56] The question sometimes arises as to whether an employer may relieve himself of responsibility for the antiunion conduct of a minor supervisory employee by a statement or other conduct indicating his neutrality. He may, provided that the steps he takes to emphasize his neutrality are of such nature that the employees themselves have no just cause to believe thereafter that the supervisory employee is acting for and on behalf of management.[57] If the employer's conduct is insufficient to achieve this effect, he remains responsible.[58]

Dominating or Interfering With the Formation or Administration of a Labor Organization or Contributing Financial or Other Support Thereto

It is an unfair labor practice under section 8 (a) (2) of the act, as amended, as it was under section 8 (2) of the original statute, for an employer to dominate or interfere with the formation or administration of a labor organization or to contribute support thereto.

The standards which guided the Board in finding violations of this section during the 1948 fiscal year were in the main similar to those which have been set forth in previous annual reports.[59] The criteria bearing on the issue of domination in cases decided during this period

[51] *Matter of Eaton Manufacturing Co.* (76 N. L. R. B. 261).
[52] *Matter of Lift Trucks, Inc.* (75 N. L. R. B. 998).
[53] *Matter of Eaton Manufacturing Co.* (76 N. L. R. B. 261).
[54] *Wallace Corp.* v. *N. L. R. B.* (323 U. S. 248).
[55] See, for example, *Matter of Georgia Twine & Cordage Co.*, (76 N. L. R. B 84); *Matter of Alliance Rubber Co.* (76 N. L. R. B. 514); *Matter of Container Manufacturing Co.* (75 N. L. R. B. 1082); cf. *Matter of The Pure Oil Co.* (75 N. L. R. B. 539).
[56] *Matter of Red Arrow Freight Lines, Inc.* (77 N. L. R. B. 859).
[57] See Twelfth Annual Report, p. 27.
[58] See, for example, *Matter of The Colonial Life Insurance Co. of America* (76 N. L. R. B. 653); *Matter of Alliance Rubber Co.* (76 N. L. R. B. 514); *Matter of Fulton Bag & Cotton Mills* (75 N. L. R. B. 883).
[59] See, for example, Third Annual Report, pp. 108–126; Fourth Annual Report, pp. 69–73; Fifth Annual Report, pp. 49–53; Sixth Annual Report, pp. 51–54.

were: employer suggestions for formation of the labor organization, participation by management representatives in its formation and administration,[60] and financial support of, or other assistance to, the labor organization, such as: use of company facilities, payment for time spent at meetings outside working hours, turning over to it commissions from vending-machine proceeds, conduct of elections on premises during working hours, and payments to its medical department.[61] The issue in proceedings under this section is not what choice of organization the employees might have made, absent interference, but whether the allegedly illegal organization was free from interference or domination by the employer. Consequently, a contention that the employees really wanted to be represented by an employer-sponsored organization was held unavailable as a defense.[62]

Interpreting the provisions of the new act, the Board has held that section 14 (a) thereof, permitting supervisors to become members of a union, does not preclude the Board from considering such membership a factor in finding that an employer dominated a labor organization; and, that section 302 (c) of the amended act, authorizing certain employer contributions to unions for welfare purposes, does not legitimize an employer's support of a labor organization merely because welfare purposes are involved.[63]

The Board has been required to determine, as indicated above, whether a successor to an employer-dominated labor organization was tainted with the illegality of its predecessor. In one case decided during the fiscal year, where the absence of an effective line of fracture rendered recognition of successor organizations unlawful from their inception and where the employer took no steps to deprive the latter organizations of unlawful benefits that had inured to them, the Board held that the employer extended illegal support to still another union, subsequently organized, in violation of section 8 (2) of the act, because that organization had obtained a measure of unlawful advantage from the unremedied earlier assistance and support extended some 8 years before to the predecessor organizations.[64] In another case,[65] the Board held that an employer's failure to grant recognition to a so-called independent union, which accordingly was unable to function as bargaining representative, was not inconsistent with a finding that the independent union was the "successor" to its illegal predecessor. However, although the employer did "interfere" and "contribute support" to the independent union in violation of section 8 (2), the Board found, under the circumstances of the case, that the employer's unlawful conduct fell short of "domination." [66]

[60] The limited participation of a supervisor in the affairs of an employees' committee after its inception did not establish illegal domination of the committee by the employer, inasmuch as the supervisor, so far as appeared, exercised little influence on the committee's decisions. *Matter of Hershey Metal Products Co.* (76 N. L. R. B. 695).

[61] *Matter of Red Arrow Freight Lines* (77 N. L. R. B. 859); *Matter of Fontaine Converting Works, Inc.* (77 N. L. R. B. 1386); *Matter of The Carpenter Steel Co.* (76 N. L. R. B. 670); *Matter of Rathbun Molding Corp.* (76 N. L. R. B. 1019); *Matter of Kresge Department Store* (77 N. L. R. B. 212).

[62] *Matter of Red Arrow Freight Lines, Inc.* (77 N. L. R. B. 859), In the same case, where a dominated organization was formed by one employer and some years later was introduced by other employers among their employees, the Board sustained that portion of the complaint alleging that the latter employers had "formed" this labor organization.

[63] *Matter of Kresge Department Store* (77 N. L. R. B. 212).

[64] *Matter of The Pacific Telephone & Telegraph Co.* (76 N. L. R. B. 889). Mere statements only to representatives of successor organizations that the employer could no longer furnish support and assistance are inadequate to effect a clear line of cleavage between predecessor dominated organizations and successors. *Ibid.*

[65] *Matter of Hershey Metal Products Co.* (76 N. L. R. B. 695).

[66] See p. 50, *supra*, for a discussion of the Board's remedial policy in this connection, in the light of sec. 10 (c), as amended.

The act does not prohibit assistance, domination, or support by an employer except in connection with an organization of employees which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms or conditions of employment.[67] In a case decided during the fiscal year, the Board found that an Advisory Committee, formed by an employer during the pendency of a union's objections to a representation election for the purpose of eliminating causes of employee-dissatisfaction, was a labor organization although it confined its activities to recommendations concerning employee grievances.[68]

Encouraging or Discouraging Membership in a Labor Organization by Discrimination

Section 8 (a) (3) of the act, as amended, provides that it is 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, except as permitted by a union-security contract which meets the conditions prescribed in the proviso to this section.[69] As in the past, the Board has been careful to administer this section so as not to interfere with the normal exercise by an employer of his right to select, discharge, lay-off, transfer, promote, or demote his employees for any reasons other than those proscribed by the act.

In the usual type of case arising under this section, the Board was called upon to determine whether an employee was treated discriminatorily because of his membership in or activities in behalf of a labor organization.[70] Unlawful discrimination was found in various forms. Most commonly, the discrimination was accomplished by discharge, lay-off, or denial of reinstatement.[71] In addition, other types of employer conduct were found to be discriminatory within the meaning of the act. For example, as in previous years, the Board has held that employees who are forced to leave their employment because of discriminatory transfers to other jobs, or because the employer otherwise has discriminated in regard to the terms and conditions of their employment, have been constructively discharged in violation of the act.[72]

The act, however, does not preclude an employer in all cases from treating union employees differently from nonunion employees. Special circumstances may justify an exception. Thus, in *Matter of Shell Oil Co.* (77 N. L. R. B. 1306), the Board held that, absent an unlawful motive, an employer might grant wage increases to his unorganized employees at a time when his other employees were seeking to bargain collectively through a statutory representative; and that he was under no statutory obligation to make such wage increases applicable to union members pending conclusion of the bargaining negotiations. In

[67] The term "labor organization" is defined in sec. 2 (5) of the amended act; it continues in force, without change, the definition under the act before amendment.
[68] *Matter of Wrought Iron Range Co.* (77 N. L. R. B. 487).
[69] Sec. 8 (a) (3) continues in force sec. 8 (3) of the original act, except that the proviso clause of the original sec. 8 (3) was considerably modified in the amended sec. 8 (a) (3), as hereinafter set forth.
[70] In determining whether an employee's discharge was discriminatorily motivated, the Board has ruled that it will not consider management expressions of opinion to the extent privileged under sec. 8 (c) of the amended act. *Matter of Consumers Cooperative Refinery Association* (77 N. L. R. B. 528).
[71] See, for example, *Matter of Ames Spot Welder Co., Inc.* (75 N. L. R. B. 352); *Matter of Differential Steel Car Co.* (75 N. L. R. B. 714); *Matter of Container Manufacturing Co.* (75 N. L. R. B. 1082).
[72] *Matter of American Patrol Service* (75 N. L. R. B. 662).

another case, the Board held that an employer did not discriminate against employees in a unit represented by a union by granting a retroactive pay increase to employees outside the unit, because the employer contemplated that a new contract providing for a similar increase for employees represented by the union would be executed upon conclusion of pending bargaining negotiations and that payment of the increase to both groups would be made at approximately the same time.[73]

An employer was also held not responsible under this section for the eviction from the plant of members of the charging union by a rival union squad, where the employer had no foreknowledge of the eviction, no supervisory employee participated in the eviction, and the employer promptly restored the evicted employees to their jobs and guaranteed them protection from further molestation.[74]

The types of union or concerted activity protected by section 8 (3) of the original act and preserved in section 8 (a) (3) of the amended act are varied. While an employer has the right to rebut untrue statements about his policies, made in union discussions, the Board has held that he does not have the right to discharge an employee who makes such statements without knowing that they are false. In *Matter of Atlantic Towing Co.*,[75] the Board found discriminatory the discharge of an employee for an unintentionally untrue statement made at a union meeting to the effect that the employer violated the law against interference with employee rights guaranteed by the act. A majority of the Board (Member Gray dissenting) held that an employer's interest in accurate representation of facts to his employees is subordinate to the conflicting interest of his employees in being free from interference in their utterance at union meetings of unintentional misstatements, and that such an economic sanction as discharge, if permissible, would defeat the organizational rights of employees. In another case,[76] the Board ordered reinstated an employee who was discharged after he questioned, in a bargaining conference, the veracity of a statement by the company's president that the company was losing money, and then repeated his doubts to the president in a public tavern after the meeting. A majority of the Board (Member Gray dissenting) regarded the tavern incident as a continuation of the conference, and observed that free collective bargaining would be thwarted if employees could be penalized for statements made during bargaining negotiations. In a third case,[77] the Board held that an employee did not forfeit his right to protection under the act by making, without malice or deliberate intent to falsify, inaccurate statements to fellow employees concerning allegedly higher wages at another plant of his employer.

However, when an employee engages in union or other concerted activity not protected by the act, he may be subjected to disciplinary measures. Thus, an employer may discharge employees because they personally forbade supervisors and other employees to enter the employer's plant during a strike by use of implied threats of violence

[73] *Matter of the Duluth Glass Block Store Co.* (76 N. L. R. B. 1064).
[74] *Matter of Cleveland Graphite Bronze Co.* (75 N. L. R. B. 481).
[75] 75 N. L. R. B. 1169.
[76] *Matter of the Bettcher Manufacturing Corp.* (76 N. L. R. B. 526).
[77] *Matter of Westinghouse Electric Corp.* (77 N. L. R. B. 1058).

on the picket line.[78] While an employer may not punish employees for attempting to accompany fellow employees, acting as union representatives, to negotiations with management, he may discharge or otherwise discipline such nonrepresentatives for refusing to obey orders not to leave their jobs during working hours for such purpose.[79] And, in *Matter of Fontaine Converting Works, Inc.*, the Board held that employees who engaged in an economic strike, solely to further the interests of their foreman, were lawfully discharged because their concerted activities were not of the character protected by the act.[80]

The Board has decided numerous cases in which the employees' concerted activity consisted of participation in a strike.[81] In the case of an economic strike, the employer may not at any time, either during or after the strike, discriminate against the strikers because of their lawful participation in the strike. However, a majority of the Board (Member Houston dissenting) has ruled that an employer may lawfully refuse reinstatement to economic strikers if he reasonably believes, though incorrectly, that they obtained permanent employment elsewhere and thereby relinquished their status as his employees.[82]

Strikers are not always afforded the protection of the act. An employer may discharge employees who engage in a strike in violation of a no-strike clause of their collective bargaining contract.[83] Similarly, he may discharge those responsible for such a strike, while retaining the rank-and-file strikers.[84]

An employer may not attach a discriminatory condition to the reinstatement of economic strikers whose places have not been filled and who have made an unqualified request for reinstatement.[85] However, not every condition that an employer might attach is necessarily discriminatory. Special circumstances may justify the condition. Thus, a majority of the Board has held that an employer was entitled to make certain of the future reliability of strikers by imposing a condition that they be interviewed individually before reinstatement.[86] The special circumstance there present was that the strike had been conducted in a critical plant during wartime, when it was important that the reliability of employees be established, particularly as the employees were supervisors.[87]

In the proviso to section 8 (a) (3) of the amended act, the prior legislative sanction for the closed-shop agreement has been replaced with that of the union-shop contract. If a majority of all employees in the unit vote in favor of a union shop, the employer may enter

[78] *Matter of National Grinding Wheel Co., Inc.* (75 N. L. R. B. 905); see also *Matter of International Nickel Co., Inc.* (77 N. L. R. B. 286), where an employer was held justified in refusing to reinstate an economic striker who refused to permit a company official to cross a picket line.

[79] *Matter of Briggs Manufacturing Co.* (75 N. L. R. B. 569).

[80] 77 N. L. R. B. 1386. The Board distinguished the *Fontaine* case from such cases as *Matter of Container Manufacturing Co.* (75 N. L. R. B. 1082) and *Matter of Phoenix Mutual Life Insurance Co.* (73 N. L. R. B. 1463), in which the employees engaged in the concerted activity in question to protect interests of their own.

[81] See, for example, *Matter of The Gould Mersereau Co., Inc.* (75 N. L. R. B. 784); *Matter of Oklahoma Rendering Co.* (75 N. L. R. B. 1112).

[82] *Matter of National Grinding Wheel Co., Inc.* (75 N. L. R. B. 905).

[83] *Matter of Lancaster Foundry Corp.* (75 N. L. R. B. 255).

[84] *Matter of Copperweld Steel Co.* (75 N. L. R. B. 188).

[85] An employer did not violate sec. 8 (3) of the act by denying reinstatement to economic strikers whose request for reinstatement was conditioned upon reinstatement of a fellow employee whose lawful discharge was the motivating cause of the strike. *Matter of Wilson & Co.* (77 N. L. R. B. 959).

[86] *Matter of Pullman-Standard Car Manufacturing Co.* (76 N. L. R. B. 1254) (Member Houston dissenting).

[87] The alleged unfair labor practice occurred before the amended act became effective; as indicated *supra*, pp. 46–47, supervisors are no longer employees under sec. 2 (3) of the amended act and thus are not entitled to its protection.

into a contract requiring all employees in the unit to become members on or after the thirtieth day following the beginning of employment or the effective date of the agreement, whichever is later. Section 8 (a) (3) of the amended act further provides that union membership must be available to an employee on the same terms and conditions generally applicable to other members, and that membership must not be denied or terminated on a ground other than the employee's failure to tender uniform dues and initiation fees. If the employer has "reasonable grounds" to believe that these two requirements have not been met, he must retain an employee even if the latter has not joined the union or has been expelled from membership. It is an unfair labor practice under section 8 (a) (3) for an employer to discriminate in regard to hire or tenure of employment or any term or condition of employment contrary to these provisions. The Board had no occasion during the 1948 fiscal year to decide any unfair labor practice case involving the new proviso to section 8 (a) (3) of the act. It did, however, decide a number of cases involving the applicability of the closed-shop proviso of section 8 (3) of the National Labor Relations Act. Since the principles applied in these cases were established in earlier cases discussed in prior annual reports, and are no longer important in the administration of the amended act, they are not reiterated here.

Discrimination for Filing Charges or Testifying Under the Act

Section 8 (a) (4) of the amended act provides that it shall be an unfair labor practice for an employer to discharge or otherwise discriminate against an employee because he has filed charges or given testimony under the act.[88]

As in past years, there were few cases decided under this section during the 1948 fiscal year. The term "employee" includes members of the working class generally and is not limited to employees of a particular employer. Applying this definition, the Board held that an employer violated section 8 (4) by refusing to reemploy an *applicant* for a supervisory job unless and until the applicant arranged for withdrawal of pending charges that the employer had previously discharged the applicant in violation of section 8 (3) of the act, although in fact the employer had not terminated the prior employment of the applicant for discriminatory reasons.[89] In two other cases decided during the fiscal year, the Board found that discharges of employees who had testified in prior Board proceedings were for reasons other than those proscribed by the act.[90]

Refusing to Bargain Collectively

Section 8 (a) (5) of the amended act makes it an unfair labor practice for an employer to refuse to bargain collectively with the representatives designated or selected by a majority of his employees in an appropriate collective bargaining unit.[91]

[88] Sec. 8 (a) (4) continues in force without change sec. 8 (4) of the act before amendment.
[89] *Matter of Briggs Manufacturing Co.* (75 N. L. R. B. 569).
[90] *Matter of Electrical Testing Laboratories, Inc.* (75 N. L. R. B. 384); *Matter of The Hills Bros. Co.* (76 N. L. R. B. 622).
[91] This provision is identical with former sec. 8 (5) of the National Labor Relations Act.

Section 8 (d) of the amended act defines the obligation to bargain collectively 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.

This express statutory definition is wholly new. It did not appear in the National Labor Relations Act. Except, however, for other limitations on the duty to bargain collectively which the Board has not had an opportunity to construe during the fiscal year,[92] the basic elements of a finding of unlawful refusal to bargain appear to have remained unchanged by this definition. To prove a violation of section 8 (a) (5) of the act,[93] it is first necessary to show that the charging union represented a majority of the employees in an appropriate unit at the time of the refusal to bargain. Usually, the union's majority status is established by an election in a representation proceeding and the certification of the results thereof either by the Board or its regional director.[94] In the absence of unusual circumstances, a certification is definitive for a reasonable period, customarily at least 1 year.[95] Majority status may also be established under certain circumstances by proving that a majority of employees signed union authorization cards or are dues-paying members of the union.[96]

Majority status, once established, is presumed to continue in the absence of evidence to the contrary.[97] During the certification year, the presumption is usually not rebuttable.[98] Beyond the certification year, the presumption is rebuttable. However, it is not rebutted by a mere showing of change in a company's ownership [99] or of turn-over

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[92] Sec. 8 (d) also provides that, where there is in existence a collective bargaining agreement, the obligation to bargain also means that neither contracting party shall modify or terminate it unless the party desiring modification or termination (1) serves written notice of its desire at least 60 days before, either the termination date of the contract, or, if the contract has no termination date, the date of desired modification or termination; (2) offers to meet and confer with the other party concerning a new contract or proposed modifications of the existing contract; (3) within 30 days after the notice, notifies the Federal Mediation and Conciliation Service and the State conciliation service, if any, of the existence of a dispute, provided no agreement has been reached by that time; (4) continues in full force and effect, without resorting to strike or lock-out, all terms and conditions of the existing contract for a period of 60 days after the notice is given or until the expiration date of the contract, whichever occurs later. The duties prescribed by (2), (3) and (4) become inapplicable upon an intervening Board certification by which the contracting labor organization ceases to be the statutory bargaining representative, nor do they require either party to discuss or agree to any modification of the terms in a contract for a fixed period, if the modifications are to become effective before the terms can be reopened under the provisions of the existing agreement. Finally, sec. 8 (d) provides that any employee striking within the 60-day period loses his status as an employee for the purposes of secs. 8, 9, and 10 of the act. However, the loss of status terminates upon the striker's reemployment by the employer. No decisions have been issued during the fiscal year construing these provisions of sec. 8 (d).

[93] Discussion under the section is limited to alleged refusals by employers to bargain collectively.

[94] The results of a prehearing election conducted before the effective date of the amended act were available to prove a union's majority (*Matter of Clearfield Machine Company* (78 N. L. R. B. 59)). For a discussion of the effect of the amended act on the prehearing election procedure, see the chapter on representation cases, *supra*.

[95] *Matter of Lift Trucks, Inc.* (75 N. L. R. B. 998); Twelfth Annual Report, p. 33; Eleventh Annual Report, p. 43. In a few cases, the effect of proceedings before the War Labor Board, now defunct, on the duration of the Board's certification was considered. Compare *Matter of Consumers Cooperative Refinery Association* (77 N. L. R. B. 528), with *Matter of Sport Specialty Shoemakers, Inc.* (77 N. L. R. B. 1011).

[96] *Matter of Wilson & Co., Inc.* (77 N. L. R. B. 959); *Matter of Harris-Woodson Co., Inc.* (77 N. L. R. B. 819). Turn-out at a strike which is not sponsored by the union is not available to prove majority status (see *Matter of Wilson & Co., supra*).

[97] See Twelfth Annual Report, p. 33.

[98] See *Matter of Lift Trucks, Inc.* (75 N. L. R. B. 998). Where an employer had failed to comply with the Board's previous order to bargain with the union, the latter continued, as a matter of law, to be the bargaining representative of the employer's employees (*Matter of Harris-Woodson Co., Inc.* (77 N. L. R. B. 819).

[99] *Matter of Union Products Co.* (75 N. L. R. B. 591).

among employees in the unit.[1] As a matter of law, the presumption is effective notwithstanding the union's actual loss of a majority, if the loss has been caused by the employer's unfair labor practices.[2]

An employer acting in good faith may insist, as a condition precedent to recognition, that the union submit proof that it represents a majority of employees in the unit and that the proof be made through the medium of a Board-directed election.[3] But when the employer does not make its request for proof of majority in good faith, as when it is made against a background of unfair labor practices intended to destroy the union's majority, noncompliance with the request does not constitute a defense to a refusal to bargain charge.[4]

The unit of employees for which the union requests recognition must be "appropriate," if a violation of this section is to be found.[5] If the unit is not appropriate, the Board will dismiss the complaint.[6] In most cases, the appropriateness of a unit is determined in a representation proceeding. When it has been so determined, the Board will not normally, in a subsequent unfair labor practice proceeding, alter its previous unit finding.[7] However, it may, in exceptional cases, do so. For example, in two cases, the Board reversed findings made in representation proceedings that a unit of men's alteration shop employees in a large department store was appropriate, and dismissed the complaints.[8] In another case, the Board altered its previous unit finding to exclude two supervisors because of the amendments to the act, and then reaffirmed the balance of its unit finding.[9] The change, however, did not affect the union's majority status.

The union's majority status once established, it is the duty of the union and employer to meet and negotiate in good faith in an effort to reach an agreement. The simplest refusal to bargain occurs when the employer declines to meet or to discuss terms and conditions of employment with the duly designated representative of his employees. Failure of an employer to answer the letter of a union requesting a date for negotiations falls within this category.[10] An employer's referral of a union's request for recognition to its lawyer, who practiced 80 miles away, was held insufficient in itself to constitute a refusal to meet and negotiate; but, in the light of other evidence, it was found to reflect bad faith.[11]

The employer is under the duty of according exclusive and unequivocal recognition to the employees' properly selected bargaining representative.[12] He is also under the duty of meeting with the

[1] *Matter of Marshall and Bruce Co.* (75 N. L. R. B. 90).
[2] *Matter of Georgia Twine & Cordage Co.* (76 N. L. R. B. 84); *Matter of The Toledo Desk & Fixture Co.* (75 N. L. R. B. 744); *Matter of Unique Ventilation Co., Inc.* (75 N. L. R. B. 325); *Matter of Marshall and Bruce Co.* (75 N. L. R. B. 90).
[3] *Matter of Wilson & Co.* (77 N. L. R. B. 959); *Matter of Sport Specialty Shoemakers, Inc.* (77 N. L. R. B. 1011); *Matter of Chamberlin Corp.* (75 N. L. R. B. 1188); *Matter of Differential Steel Car Co.* (75 N. L. R. B. 714).
[4] *Matter of Wilson & Co., Inc.* (77 N. L. R. B., 959; *Matter of Georgia Twine & Cordage Co.* (76 N. L. R. B. 84); *Matter of Differential Steel Car Co.* (75 N. L. R. B. 714).
[5] For a discussion of the problems of unit determination, see the chapter on representation cases in this and other annual reports.
[6] *Matter of The Duluth Glass Block Store Co.* (76 N. L. R. B. 1064). In this case, the parties had agreed on what they regarded as an appropriate unit. The Board refused to accept their determination as dispositive of the unit issue and held that the agreed-upon unit was inappropriate (Chairman Herzog dissenting).
[7] See, for example, *Matter of The Lock Nut Corp. of America* (77 N. L. R. B. 600); *Matter of The Toledo Desk & Fixture Co.* (75 N. L. R. B. 744).
[8] *Matter of Mandel Bros., Inc.* (77 N. L. R. B., 512); *Matter of Carson Pirie Scott & Co.* (75 N. L. R. B. 1244).
[9] *Matter of Marshall and Bruce Co.* (75 N. L. R. B. 90).
[10] *Matter of Marshall and Bruce Co.* (75 N. L. R. B. 90).
[11] *Matter of Georgia Twine & Cordage Co.* (76 N. L. R. B. 84). See also *Matter of National Grinding Wheel Co., Inc.* (75 N. L. R. B. 905).
[12] *Matter of The Toledo Desk & Fixture Co.* (75 N. L. R. B. 744).

negotiators selected by the union. He cannot lawfully refuse to deal with the union's negotiator because he regards him as hostile, of questionable character, or difficult to get along with.[13] Nor may the employer rely on an agreement limiting the union's choice of a negotiator. Such an agreement is contrary to the policy of the act and therefore unenforceable.[14]

An employer may not condition bargaining negotiations on the union's withdrawal of unfair labor practice charges.[15] Nor does the existence of a strike normally relieve the employer of his obligation to bargain.[16]

Changes in terms and conditions of employment are proper subject matters of negotiation between an employer and the bargaining representative of his employees. If the employer ignores the bargaining representative in making or offering to make such changes, he is guilty of an unlawful refusal to bargain.[17] But special circumstances may occasionally make it not unlawful for an employer to deal directly with employees. For example, in one case,[18] the employer unilaterally put into effect a nominal cost of living increase after the union had created, anticipatorily, an impasse on the wage question. The Board found that this was not an unfair labor practice. In reaching this conclusion, the Board regarded as significant the fact that the employer did not utilize the increase as a means of undermining the union's prestige, but participated promptly, upon the union's subsequent request, in bargaining negotiations which resulted in a new contract and a further wage increase. In another case,[19] the employer dealt directly with striking employees, who had struck in violation of a no-strike clause, in an effort to persuade them to return to work. The Board held that this conduct was not unlawful, because the employer was not obligated to bargain with the union, at least concerning such reinstatement, while the strike was in progress. In a third unusual case,[20] the Board ruled that it was not unlawful for an employer to submit a proposal directly to employees at the request of a union member and with the tacit approval of the union's president.

An employer may meet and negotiate with a union, and yet fail to satisfy his obligation to bargain because he does not enter into negotiations with a sincere desire to reach and sign an agreement.[21] The question of good or bad faith is primarily one of fact and turns on the circumstances surrounding bargaining negotiations in each case. The following types of conduct were found to show bad faith: entering into negotiations with a fixed determination not even to discuss union security provisions;[22] refusal to give the union information as to rates of pay and wage adjustments necessary to the proper disposition of

[13] *Matter of The American Laundry Machinery Co.* (76 N. L. R. B. 981); *Matter of The Kentucky Utililes Co.* (76 N. L. R. B. 845).
[14] *Matter of The Kentucky Utililes Co.* (76 N. L. R. B. 845).
[15] *Matter of The American Laundry Machinery Co.* (76 N. L. R. B. 981).
[16] *Matter of The American Laundry Machinery Co.* (76 N. L. R. B. 981); cf. *Matter of Charles E. Reed & Co* (76 N. L. R. B. 548).
[17] *Matter of The Kentucky Utilities Co.* (76 N. L. R. B. 845); *Matter of Union Manufacturing Co.* (76 N. L. R. B. 322); cf. *Matter of National Grinding Wheel Co., Inc.* (75 N. L. R. B. 905). In *Matter of Rome Products Co.* (77 N. L. R. B. 1217), the Board held that the employer had unlawfully refused to bargain by moving his plant to another community without giving the union the opportunity of bargaining about the possible transfer of employees to the new plant.
[18] *Matter of W. W. Cross & Co.* (77 N. L. R. B. 1162). For the same holding in a somewhat similar situation, see *Matter of Exposition Cotton Mills Co.* (76 N. L. R. B. 1289).
[19] *Matter of Charles E. Reed & Co.* (76 N. L. R. B. 548).
[20] *Matter of The Fort Industry Co.* (77 N. L. R. B. 1287).
[21] *Matter of Union Manufacturing Co.* (76 N. L. R. B. 322).
[22] *Matter of The Andrew Jergens Co.* (76 N. L. R. B. 363).

grievances;[23] and purported reliance on an outstanding War Labor Board order as to union security, when the union involved had become defunct and the employer had indicated that it regarded the order as without legal significance.[24]

The following types of conduct were held not to be indicative of bad faith: adamant refusal to yield to the union's demands for maintenance of membership and for arbitration as the final step of the grievance procedure;[25] refusal to meet with the union for about 6 weeks because of the illness of an employer representative;[26] criticism of union negotiators, their language and their tactics;[27] designating as negotiators top local company officials who, although without final authority to bind the employer, were in constant contact with their superiors and had as much authority as the union's officials;[28] and insistence that the union waive its right to strike and to respect picket lines established elsewhere.[29]

The subject matter of collective bargaining is limited by statute to "wages, hours, and other terms and conditions of employment." Pension and old-age insurance programs, being emoluments of value accruing to employees from their employment relationship, are considered to be "wages."[30] So, too, are health and accident insurance plans.[31] Rules for the retirement of personnel,[32] rest and lunch periods,[33] are encompassed by the phrase "conditions of employment." As to such matters, therefore, the employer must bargain collectively with the bargaining repesentative of his employees.[34]

Remedial Orders

Whenever the Board finds that any person named in the complaint has engaged in or is engaging 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 practice, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this act."[35]

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[23] *Matter of National Grinding Wheel Co. Inc.* (75 N. L. R. B. 905).
[24] *Matter of The Andrew Jergens Co.* (76 N. L. R. B. 363).
[25] *Matter of W. W. Cross & Co.* (77 N. L. R. B. 1162). See also *Matter of Union Manufacturing Co.* (76 N. L. R. B. 322).
[26] *Matter of The American Laundry Machinery Co.* (76 N. L. R. B. 981).
[27] *Matter of The Elwell-Parker Electric Co.* (75 N. L. R. B. 1046).
[28] *Matter of Shell Oil Co. Inc.* (77 N. L. R. B. 1306), see also *Matter of The Fort Industry Co.* (77 N. L. R. B. 1287); *Matter of W. W. Cross & Co.* (77 N. L. R. B. 1162); cf. *Matter of Lock Nut Corp. of America* (77 N. L. R. B. 600).
[29] *Matter of Shell Oil Co.* (77 N. L. R. B. 1306). But the employer may not require the union to withdraw its demands for a recognition clause and a closed shop as a condition precedent to continued bargaining (*Matter of The American Laundry Machinery Co.* (76 N. L. R. B. 981).) Compare The *American Laundry Machine* case, *supra*, with *Matter of Exposition Cotton Mills Co.* (76 N. L. R. B. 1289).
[30] *Matter of Inland Steel Co.* (77 N. L. R. B. 1), affirmed September 23, 1948, C. C. A. 7, 22 L. R. R. M. 2506.
[31] *Matter of W. W. Cross & Co.* (77 N. L. R. B. 1162).
[32] *Matter of Inland Steel Co.* (77 N. L. R. B. 1). Member Gray dissented in both the *Inland Steel* and *W. W. Cross* cases, on the ground that retirement, health and accident programs were not customary subjects of collective bargaining at the time of the enactment of the Wagner Act and therefore there was no congressional intent that such programs should be covered by the phrase "wages, hours, and working conditions."
[33] *Matter of National Grinding Wheel Co.* (75 N. L. R. B. 905).
[34] In *Matter of Oklahoma Rendering Co.* (75 N. L. R. B. 1112), the union offered to terminate an economic strike if all strikers were reinstated. The employer replied that some of the strikers had been replaced and offered to reinstate all strikers for whom there were vacancies and to put the remainder on a preferential list. The union then asked for information as to the number of strikers who had been replaced. The employer refused to furnish such information so long as the union insisted on the reinstatement of all strikers as a condition for the termination of the strike. The Board held that, under these circumstances the employer's conduct was not unlawful.
[35] The Board is without power to issue an order directed against a person against whom no charge was filed and no complaint issued (*Matter of E. L. Bruce Co.* (75 N. L. R. B. 522)).

The purpose of the remedial order is generally to undo the effect of the unfair labor practices and otherwise to effectuate the policies of the act. In the case of employer unfair labor practices, for example, if the employer has interfered with or coerced his employees in the exercise of their right to self-organization, he is ordered to cease and desist from such conduct; if he has dominated a labor organization, he is ordered to disestablish the dominated organization; if he has discriminated against an employee, he is ordered to reinstate the employee with back pay; if he has refused to bargain with the statutory representative of his employees, he is ordered to do so upon the union's request. In all cases, the employer has to post notices in his plant stating that he will comply with the Board's order.

The above are the general types of order issued by the Board against employers. The orders may be varied or supplemented in order better to effectuate the policies of the act. For example, where an employer's unfair labor practices reveal an attitude of hostility to the general purposes of the act and the danger of his committing other unfair labor practices in the future, the Board may order him to cease and desist from infringing, in any manner, employees' rights guaranteed in section 7 of the act.[36]

As no cases were decided during the 1948 fiscal year involving unfair labor practice charges against labor organizations, no remedial orders were directed against such organizations.

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[36] See, for example, *Matter of Clark Phonograph Record Co.* (78 N. L. R. B. 34); *Matter of Red Arrow Freight Lines, Inc.* (77 N. L. R. B. 859); *Matter of The Kentucky Utilities Co.* (76 N. L. R. B. 845); *Matter of Georgia Twine & Cordage Co.* (76 N. L. R. B. 84); cf. *Matter of The Carpenter Steel Co.* (76 N. L. R. B. 670); *Matter of Union Manufacturing Co.* (76 N. L. R. B. 322).

IV

ENFORCEMENT LITIGATION

THE volume and nature of the Board's litigation during the past year was noticeably affected by the changes in congressional policy as expressed in the amended act. Proceedings for the enforcement or review of Board orders issued under the original act and for the effectuation of compliance with decrees enforcing such orders declined sharply. Conversely, there was a substantial expansion of district court litigation because of the necessity for clarification of the effect of the amendments upon the jurisdiction of the courts.

During the fiscal year 1948 the circuit courts of appeals reviewed 30 Board orders, while Supreme Court action involving unfair labor practice orders was confined to the disposition of petitions for writs of certiorari and motions. The results of the Board's enforcement litigation during the past year, and of its corresponding Supreme Court and circuit court litigation during its entire existence, are separately summarized in the following table:

Results of litigation for enforcement or review of Board orders July 1, 1947, to June 30, 1948, and July 5, 1935, to June 30, 1948

Results	July 1, 1947, to June 30, 1948		July 5, 1935, to June 30, 1948	
	Number	Percent	Number	Percent
Cases decided by United States circuit courts of appeals [1]	30	100.0	735	100.0
Board orders enforced in full	16	53.3	436	59.3
Board orders enforced with modification	8	26.7	193	26.3
Board orders set aside	6	20.0	95	12.9
Remanded to Board			11	1.5
Cases decided by U. S. Supreme Court			59	100.0
Board orders enforced in full			45	76.3
Board orders enforced with modification			9	15.2
Board orders set aside			2	3.4
Remanded to Board			1	1.7
Remanded to circuit courts of appeals			1	1.7
Board's request for remand or modification of enforced orders denied			1	1.7

[1] The figures shown do not include cases in which orders of the Board, previously enforced, were modified or set aside because of the amendment of the act.

As heretofore, the proceedings for the enforcement of the Board's orders in the circuit courts were primarily concerned with the sufficiency of the evidence upon which the Board's findings of unfair labor practices were predicated, and with the appropriateness of the

Board's remedial orders. In addition, the courts were called upon to pass on a variety of questions regarding the administration of both the unfair labor practice and representation provisions of the act. To this extent, the cases decided will be discussed in part I (pp. 65–72). Part II will be devoted to the reaction of the courts to problems arising from the amendments of the act (pp. 72–82).

I

PRINCIPLES ESTABLISHED OR REAFFIRMED REGARDING THE PROVISIONS OF THE WAGNER ACT

1. Business enterprises whose operations affect commerce within the meaning of the act

(a) A business engaged in designing and constructing office and industrial buildings throughout the United States and foreign countries, was held subject to the act by the Seventh Circuit Court of Appeals in *N. L. R. B.* v. *The Austin Company* (165 F. 2d 592). The company's Chicago office, where certain unfair labor practices occurred, determines designs, prepares plans and blueprints, purchases materials, and arranges for the supervision of the construction of buildings in and out of the State. The court concluded that the act was clearly applicable under the circumstances since any interference with the transmission of blueprints by the company's Chicago office would adversely affect interstate commerce by retarding construction projects and by disrupting the flow of building materials. Moreover, rejecting the contention that the company's business was local in nature, the court held that the transmission of blueprints, constituting "interstate communication of a business nature," was itself interstate commerce and therefore brought the company within the Board's jurisdiction.

(b) An insurance company was held subject to the Board's jurisdiction in *N. L. R. B.* v. *Phoenix Mutual Life Insurance Company*, 167 F. 2d 983 (C. C. A. 7),[1] where the court predicated its decision primarily on the Supreme Court's opinion that the insurance business is so organized that its interruption at any point would substantially affect the flow of interstate commerce.[2] The court, on the basis of well established principles, rejected the contention that the Board, in order to establish its jurisdiction, must show that the particular unfair labor practices involved constitute a direct burden upon commerce.

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

In *N. L. R. B.* v. *National Garment Co.* (166 F. 2d 233 (C. C. A. 8), certiorari denied 68 S. Ct. 1513), the Board was upheld in its treatment of separate corporate entities, whose operations and labor policies were subject to common control, as joint employers in order to safeguard the employees' rights which had been infringed. The Board's finding of joint liability rested on the fact that the plant where the unfair labor practices occurred originally was operated by

[1] Certiorari denied 69 S. Ct. 68.
[2] See *Polish National Alliance* v. *N. L. R. B.*, 322 U. S. 643, Ninth Annual Report (1944), p. 55; *U. S.* v. *South-Eastern Underwriters Association*, 322 U. S. 533.

the National Garment Co. for the purpose of intermediate processing and that the subsequent lease of this plant to the newly created Wells-Wear Co. was accompanied neither by a change in the status of the plant as an integrated branch of the National Garment Co.'s business, nor by a change in personnel or in business and labor policies. The Court expressly approved the Board's conclusion that under these circumstances the two corporations must necessarily be regarded as identical and inseparable and that therefore both employers were responsible for, and were required to remedy, the unfair labor practices involved.[3]

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

The Board's finding that insurance salesmen engaged in soliciting life insurance, collecting premiums, and performing special services for policyholders, were not independent contractors but employees within the meaning of the act was upheld in *N. L. R. B.* v. *Phoenix Mutual Life Insurance Company* (167 F. 2d 983 (C. C. A. 7)).[4] The court recognized that the status of the company's salesmen was a question to be determined primarily by the Board. The crucial factor to be considered in making the determination, the court continued, was the nature and the amount of control reserved by the person for whom the work was done, regardless of whether or not the control was actually exercised. In the court's opinion, an employer-employee relationship exists wherever the control reserved extends not only to the result to be accomplished by the work but likewise to the details of the work and the means to be employed. The court concluded that on the basis of this test the insurance salesmen were not independent contractors, particularly since it was the company's policy to hire and train inexperienced applicants who were furnished office space, facilities, and equipment; to require its salesmen to devote their full time to the company's business without permission to assign their contracts or to hire subordinates; to discharge agents who failed to produce a certain annual minimum of sales; to require minute daily records of interviews and other work details; to pay, in addition to the usual remuneration, State license and indemnity bond charges; to furnish advertising and circularizing materials; to maintain pension and retirement plans; to assign to each salesman a limited territory; and to require him to collect premiums.

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

The Board's finding that the rules by which a lumber company sought to restrict the union activities of its employees and to limit the access of union representatives to its lumber camps, both in point of time and place, were unreasonable and infringed upon rights guaranteed by the act, was upheld in *N. L. R. B.* v. *Lake Superior Lumber Corp.* (167 F. 2d 147 (C. C. A. 6)). The employer in this case prohibited

[3] Preceding the enforcement of the Board's order in this case, the court on June 23, 1947, had denied the employers' motion to remand the case to the Board for the purpose of showing the sale of the business to a bona fide purchaser subsequent to the date of the Board's order, and compliance on the employers' part insofar as possible.

[4] Certiorari denied 69 S. Ct. 68.

its lumbermen from soliciting union memberships in its camps and bunkhouses during nonworking hours and granted permission to only one union representative to enter and to remain at the camp on a specified day and during specified hours each week. Moreover, even on those days the union representative was permitted to meet employees only in the recreation hall furnished by the company, and was denied access to the bunkhouses at all times.

The court, like the Board, recognized that the situation created a conflict between the employer's right to establish rules of discipline for the efficient operation of its business, and the employees' right to be properly informed concerning matters of collective bargaining by union representatives. In the light of the principles enunciated by the Supreme Court in *Republic Aviation Corp.* v. *N. L. R. B.* and *N. L. R. B.* v. *Le Tourneau Co.* (324 U. S. 793),[5] *Thomas* v. *Collins* (323 U. S. 516), and *Marsh* v. *Alabama* (326 U. S. 501), the court held that these rights, neither of which was unlimited, must be reconciled. It was therefore necessary to determine whether or not the rules established by the employer resulted in a disproportionate detriment to the employees in the lumber camps. The court upheld the Board's finding that the prevailing circumstances justified neither the limitations upon the number of union representatives and the time of their admittance to the camp, nor the total exclusion of these representatives from the bunkhouses. These rules, the court held, seriously handicapped union organization of lumber camp employees whose limited free time made it difficult to contact them except evenings in the bunkhouses. Referring to the first rule, the court pointed out that the ground assigned by the company, *viz*, that more than one union might seek access to the camp, did not in fact exist. As for the second rule, the court observed that the company's "lights out at 8 p. m." regulation, which barred union discussions after that hour, adequately protected the lumbermen's efficiency from being impaired by staying up beyond a reasonable hour. The court also noted that no similar prohibitions against union activities in bunkhouses were in force in other camps in the same territory. The order, in which the Board directed that the objectionable rules be rescinded, subject to the employer's right to promulgate new rules of a reasonable character, was therefore enforced.[6]

5. Employee activities which are within the protection of the act

In *N. L. R. B.* v. *Phoenix Mutual Life Insurance Co.* (167 F. 2d 983 (C. C. A. 7)),[7] the court upheld the Board's finding that insurance salesmen who discussed among themselves, and drafted a letter to the employer stating their views respecting, the replacement of a cashier had engaged in concerted activity for their mutual aid and protection within the meaning of the act and that their discharge on that account constituted an unfair labor practice. The company's salesmen had depended upon the cashier's efficiency in furnishing them information

[5] See Tenth Annual Report (1945), pp. 58–59.

[6] The court distinguished the lumber camp situation from the circumstances presented in *N. L. R. B.* v. *Stowe Spinning Co.*, 165 F. 2d 609, where the Fourth Circuit Court of Appeals held that an employer may not be compelled to place a meeting hall in a company-owned town at the disposal of unions for organizational purposes (*infra*, pp. 71–72). The Board's petition for a writ of certiorari in this case has been granted, 68 S. Ct. 1346.

[7] Certiorari denied 69 S. Ct. 68.

and the substitution of a less capable person resulted directly in inconvenience and loss to them. Under these circumstances the court concurred in the Board's conclusion that the cashier situation was of immediate concern to the salesmen since it affected their working conditions, and that the action of the salesmen in drafting a letter to their employer, for the purpose of informing him of their views respecting the replacement of the cashier, was therefore protected by the act. In order to enjoy the act's protection, the court concluded, it is not necessary for employees to act through a union or to contemplete collective bargaining with their employer.

6. The employer's duty to bargain respecting rates of pay and wages

In *N. L. R. B.* v. *J. H. Allison & Co.* (165 F. 2d 766 (C. C. A. 6)),[8] the court sustained the Board's finding that the employer had failed in its statutory duty to bargain by unilaterally granting merit wage increases to individual employees and by refusing to furnish their accredited representative with information regarding such increases. Rejecting the employer's contention that such an increase is a mere gratuity, the court held that a wage increase based on merit, however labeled, in fact has the effect of changing "rates of pay and wages," subject matters expressly committed to the collective-bargaining process by the act. The court also rejected the employer's contention that no duty to bargain in this respect existed in the absence of a contractual reservation to that effect. Deeming the case controlled by the well-established principles previously announced by the Supreme Court,[9] the court pointed out that the employer's unilateral effectuation of changes in wage scales was tantamount to bargaining with individual employees and that the employer's action was no less inimical to the principles of collective bargaining because some employees were benefited thereby. The court emphasized that individual increases, though deserved, usually tend to injure the interest of the group and that the employer may make wage adjustments unilaterally only to the extent that his right to do so has been expressly reserved in the collective agreement. The principles applied,[10] the court continued, also supported the conclusion that it was the employer's statutory duty to honor the union's request for information concerning the basis, amounts, and recipients of the merit increases which it had granted. The court specifically disagreed with the view that during the existence of a collective agreement which did not regulate merit increases the employer was excused from furnishing information to, or consulting with, the union regarding such increases.

7. Miscellaneous principles reaffirmed

a. Procedure in representation cases

In *Wilson Athletic Goods Mfg. Co.* v. *N. L. R. B.* (164 F. 2d 637 (C. C. A. 7)), the court upheld the Board's conclusion that an employer could not refuse to bargain with a union on the ground that subsequent

[8] Certiorari denied 69 S. Ct. 31.
[9] See *May Department Stores* v. *N. L. R. B.*, 326 U. S. 376, Eleventh Annual Report (1946), p. 53; *Medo Photo Supply Corp.* v. *N. L. R. B.*, 321 U. S. 678; and *J. I. Case Co.* v. *N. L. R. B.*, 321 U. S. 332, Ninth Annual Report (1944), pp. 53–54; *Order of Railroad Telegraphers* v. *Railway Express Agency, Inc.*, 321 U. S. 342.
[10] See preceding footnote. The court also relied upon *Aluminum Ore Co.* v. *N. L. R. B.*, 131 F. 2d 485, 487 (C. C. A. 7).

to a secret election several employees alleged that their votes had been influenced by the union's false preelection promises. Sanctioning the Board's application of its rule against postelection challenges,[11] the court observed that to permit the introduction of evidence before the Board for the purpose of counteracting the effect of ballots cast "would destroy the stability which an election was devised to produce." All that the Board is required to do, the court held, is to provide an election so safeguarded that the employees may cast their ballots in secrecy and have them counted as cast.

b. *Principles of administrative law*

In several cases the courts have, expressly or by implication, reaffirmed the principle that the Board as an administrative agency is not to be held estopped from effectuating the congressional policies of the act by its own prior acts. In *N. L. R. B.* v. *Lake Superior Lumber Corp.* (167 F. 2d 147 (C. C. A. 6)), the court upheld the Board's unfair labor practice findings which were based in part on circumstances covered by a settlement agreement, although it disagreed with the Board's conclusion that the agreement had by its own terms become inoperative.[12] The court also observed that while the Board, as a matter of policy, ordinarily respects settlement agreements approved by it, the act itself [13] provides that the Board's power to remedy unfair labor practices shall not be affected by any other means of adjustment which may have been established by agreement or otherwise.

Similarly, contentions that a settlement agreement not approved by the Board, and a consent election agreement which did not purport to settle any unfair labor practices, precluded the Board from considering conduct which preceded the respective agreements, were implicitly rejected in *Peoples Motor Express, Inc.* v. *N. L. R. B.* (165 F. 2d 903 (C. C. A. 4)) and *Fairfield Engineering Co.* v. *N. L. R. B.* (168 F. 2d 67 (C. C. A. 6)).

The effect of the provisions of the Administrative Procedure Act [14] upon the powers of the courts to review representation proceedings was in issue in *Ohio Power Company* v. *N. L. R. B.* (164 F. 2d 275 (C. C. A. 6)), and *Fay* v. *Douds* (78 F. Supp. 703 (D. C., N. Y.)).[15] In the *Ohio Power* case the company sought to test in the circuit court of appeals the validity of the Board's certification of a union as the statutory representative of certain employees. The court rejected the contention that power to review such certifications had been conferred upon it by sections 2 and 10 of the Administrative Procedure Act. The court's decision thus parallels the holding in *Olin Industries* v. *N. L. R. B.* (72 F. Supp. 255 (D. C., Mass.)), to the effect that the pertinent provisions of the Administrative Procedure Act are "merely declaratory of the existing law of judicial review" and do not confer any powers to grant relief which did not exist under the National Labor Relations Act.[16] In the *Fay* case, the court likewise

[11] See also *N. L. R. B.* v. *A. J. Tower Co.*, 329 U. S. 324, Twelfth Annual Report (1947), p. 43.
[12] See Tenth Annual Report (1945), p. 58, for a discussion of *Wallace Corp.* v. *N. L. R. B.*, 323 U. S. 248, which the court cited; see also Eleventh Annual Report (1946), p. 62, for other cases on this point.
[13] Sec. 10 (a).
[14] 5 U. S. C. A., secs. 1001, *et seq.*
[15] See also *Fay* v. *Douds* (79 F. Supp. 582 (D. C., N. Y.)), noted at p. 74, *infra.*
[16] See Twelfth Annual Report (1947), p. 63.

held that the statute did not enlarge the jurisdiction of the Federal district courts to review representation proceedings.

Cases in which the Board's order was denied enforcement in whole or in part

During the past fiscal year the Board's request for enforcement of its order was denied in six cases before the circuit courts of appeals.

In *Lewis Meier Co.* v. *N. L. R. B.* (November 3, 1947 (C. C. A. 7), 21 L. R. R. M. 2093), the court denied enforcement because of its disagreement with the Board's interpretation of the closed-shop proviso of the original act (sec. 8 (3)) as not authorizing an employer to discharge employees to whom the contracting union has denied membership because of inappropriately timed efforts to change representatives.[17] In setting aside the Board's order, the court referred to its dictum in *Aluminum Co. of America* v. *N. L. R. B.* (159 F. 2d 523 (C. C. A. 7)) in which it had indicated its disapproval of the Board's interpretation.[18] Section 8 (c) (2) of the amended act now makes it an unfair labor practice for a union to cause the discharge of an employee to whom it has denied membership on grounds other than the nonpayment of membership fees and dues.

Enforcement was denied in *Pittsburgh Steamship Co.* v. *N. L. R. B.* (167 F. 2d 126 (C. C. A. 6)), solely on the ground that on the face of the intermediate report it appeared that the trial examiner upon whose findings the Board's order was based had in all cases of conflict discredited the testimony of the company's witnesses. The court was of the opinion that this circumstance established bias on the part of the trial examiner. The Board's petition for a writ of certiorari in this case was granted by the Supreme Court 69 S. Ct. 130.

The decision in *N. L. R. B.* v. *Penokee Veneer Co.* (June 23, 1948, (C. C. A. 7), 22 L. R. R. M. 2254), depended exclusively upon the effect to be attributed to a certain communication addressed to the company's employees individually, at a time when negotiations with their bargaining representative had come to a standstill. Contrary to the Board's finding, the court concluded that the employer, during a strike over terms of employment, had not sought to bargain individually but merely to inquire of each employee whether or not he desired to return to work upon the terms proposed by the employer but rejected by the union. Relying largely on the absence of conduct indicating antagonism to the union, a majority of the court held that there was no foundation for the Board's conclusion that the employer attempted to bypass the representative of its employees in the midst of an economic dispute. However, the dissenting member of the court pointed out that it was the function of the Board, rather than of the court, to determine the effect of the employer's conduct and that, moreover, the Board's conclusion was well supported by the decisions of the Supreme Court which uniformly hold that an employer may not disregard and thereby discredit the accredited representative of its employees.

In *N. L. R. B.* v. *Crompton-Highland Mills, Inc.* (167 F. 2d 662 (C. C. A. 5)), the court set aside the Board's order which rested upon

[17] See Twelfth Annual Report (1947), pp. 49–51.
[18] See Twelfth Annual Report (1947), p. 50, note 18.

a finding that the employer by granting a wage increase of 5 cents an hour to all of its employees without consulting the union, 12 days after it offered the union only a 1½-cent increase for a third of its employees showed that it had bargained in bad faith and otherwise violated its obligations to deal with the union.[19] The court viewed the facts as establishing that, at the time of the wage increase, negotiations had been abandoned. This circumstance, plus the fact that a strike vote had been taken and that the employer had sought to meet competitive wage levels, were held to justify the employer's conduct. The court further stated that the employer asserted that it had complied with the Board's order in that it had subsequently bargained with the union concerning wage increases and that this likewise formed the basis for denying enforcement of the order. The Board's petition for a writ of certiorari in this case was granted by the Supreme Court (69 S. Ct. 52).

In *N. L. R. B.* v. *Reynolds Corp.* (June 25, 1948 (C. C. A. 5), 22 L. R. R. M. 2251), the reinstatement and back-pay provisions of the Board's order were set aside because of the court's opinion that there was insufficient evidence to support the order. Enforcement of the remaining part of the order was denied on the ground that the case had become moot since possession of the Government-owned plant, which served war purposes exclusively, had been returned to the Government, and that the plant had not been operated by the corporation following the cessation of hostilities.[20]

In three of the eight cases in which the Board's request for enforcement was in part denied, the elimination of certain parts of the order was the result of the court's view that the underlying findings of unlawful interference and discrimination were not supported by substantial evidence (*Peoples Motor Express, Inc.*, v. *N. L. R. B.*, 165 F. 2d 903 (C. C. A. 4); *N. L. R. B.* v. *Mylan Sparta Co., Inc.*, 166 F. 2d 485 (C. C. A. 6); *N. L. R. B.* v. *Port Gibson Veneer & Box Co.*, 167 F. 2d 144 (C. C. A. 5)).[21] In a fourth case, *N. L. R. B.* v. *Caroline Mills, Inc.* (167 F. 2d 212 (C. C. A. 5)), the court eliminated the Board's reinstatement order in view of the fact that the employee who had been discriminatorily discharged was reinstated and subsequently relinquished his position voluntarily.

In *N. L. R. B.* v. *Stowe Spinning Co.* (165 F. 2d 609), the Fourth Circuit Court of Appeals denied enforcement of that part of the Board's order which required that employees and labor organizations be allowed to hold union meetings in a company-owned building, located in a company-owned town, which the employers had erected for use by their employees and organizations to which they belonged. The order in this case was based upon the Board's finding that the employers had never denied use of the hall on any prior occasion and that their refusal to permit their employees to use the only suitable meeting place for a union meeting was motivated by antiunion animus. The Board also held that even if the refusal to permit use of the hall had not been discriminatorily motivated, the employers by so refusing had placed an unreasonable impediment in the way of the

[19] For the Board's view of the case see 70 N. L. R. B. 206.
[20] The case had been previously remanded to the Board for the purpose of taking additional evidence as directed by the court; see 155 F. 2d 679.
[21] The employer's petition for a writ of certiorari in this case was denied by the Supreme Court (69 S. Ct. 41).

employees' exercise of their right of self-organization. The Board concluded that the employers' exercise of their proprietary control over the only suitable meeting place may not be permitted to defeat the employees' realization of their rights under the act. However, in the court's view, the employers' property rights were, under the circumstances, paramount. The Board's petition for a writ of certiorari in this case has been granted (68 S. Ct. 1346).[22]

The modification of the Board's order in *N. L. R. B.* v. *Brozen* (166 F. 2d 812 (C. C. A. 2)), in the light of certain amendments to the act is noted below (p. 78).

Two cases decided during the past year in which the Board's order was modified were discussed in the Twelfth Annual Report, at pages 50–51. *Colonie Fibre Co.* v. *N. L. R. B.* (163 F. 2d 65 (C. C. A. 2)) and *N. L. R. B.* v. *Winona Knitting Co.* (163 F. 2d 156 (C. C. A. 8)). In the first of these cases the reinstatement provisions of the Board's order in favor of an employee who did not wish to return to his former job were eliminated. In the second case the court was of the opinion that the Board's reinstatement and reimbursement order lacked sufficient evidentiary support.

Miscellaneous litigation

Petitions to review the validity of Board certifications of bargaining representatives under section 9 of the act were denied in two cases (*Ohio Power Co.* v. *N. L. R. B.*, 164 F. 2d 275 (C. C. A. 6), *Tennessee Valley Broadcasting Co.* v. *N. L. R. B.*, October 13, 1947, (C. C. A. 5, No. 12054)). In *Fitzgerald* v. *Douds* (167 F. 2d 714 (C. C. A. 2)),[23] *infra* p. 80, the court refused to enjoin the Board from conducting representation proceedings.

In the first two cases, the court applied the well-established principle that a representation certificate is not a final order subject to direct review under section 10 (f) of the act, and that the act provides an adequate judicial remedy whenever the Board's certificate becomes the basis of an unfair labor practice order. In the *Ohio Power* case, the court also held that the Administrative Procedure Act did not change the law in this respect (*supra*, p. 9). In the *Fitzgerald* case, it was pointed out that even if the lower court could enjoin the Board, where the Board exceeded its jurisdiction, the union had no standing to sue since not even a hearing had yet been held by the Board and the union had not shown that it would suffer any irreparable injury from the Board's processing of the representation case. See also *Fay* v. *Douds*, 79 F. Supp. 582 (D. C. N. Y.).[24]

II

PRINCIPLES ESTABLISHED REGARDING THE IMPORT AND EFFECT OF THE AMENDMENTS TO THE ACT

One group of cases litigated during the past year (in addition to the injunction cases under section 10 (j) and (l)) [25] brought before

[22] The denial of enforcement in *Young Spring & Wire Corp.* v. *N. L. R. B.* (163 F. 2d 905 (App. D. C.)), in view of certain amendments to the National Labor Relations Act, was noted in the Twelfth Annual Report (1947), at pp. 45–46.

[23] Affirming 76 F. Supp. 597 (D. C., N. Y.).

[24] Compare the cases discussing the effect of the amendments to the act upon the power of the courts to review representative proceedings, *infra*, p. 80. For proceedings to enforce subpenas, see *infra*, p. 82.

[25] See also V, Injunction Litigation, *infra*, pp. 83–94.

the courts a substantial number of questions arising under the amended act.[26] The types of problems involved in these cases fall into three major categories: (1) constitutionality of specific provisions of the amended act, (2) effect of the act's amendment on proceedings instituted, or predicated upon events, preceding the amendment, and (3) construction of individual sections of the amended act. The cases will be discussed under corresponding headings.

1. Constitutionality

The provisions of the amended act, the constitutional validity of which was directly put in issue in the cases to be considered, are the so-called filing requirments of section 9 (f) and (g), and the affidavit requirements of section 9 (h).

In *National Maritime Union* v. *Herzog* (68 S. Ct. 1529), decided June 21, 1948, the Supreme Court affirmed, *per curiam*, the decision of the United States District Court for the District of Columbia (78 F. Supp. 146), decided April 13, 1948, to the extent that it held valid section 9 (f) and (g) of the amended act. The Supreme Court found it unnecessary to pass on section 9 (h) which the district court had also declared constitutional.

The question of the validity of these provisions was raised in a three-judge district court by the National Maritime Union which sought to enjoin their enforcement by the Board. The district court held in substance that it was within the power of Congress to require labor unions to file certain documents and financial statements as a condition precedent to access to the Board for protection of collective-bargaining rights since the statutory privileges derived not from the constitution but from congressional grant in the Wagner Act. Having granted the privileges, the district court held, Congress could condition their exercise upon compliance with appropriate requirements. The requirements themselves were valid, the district court concluded, in that Congress clearly had the power to prescribe qualifications which must be possessed by a union seeking to attain status as exclusive bargaining agent. The district court likened the conditions of section 9 (f) to those imposed upon publishers for the purpose of second class mail privileges which were approved by the Supreme Court on identical principles in *Lewis Publishing Co.* v. *Morgan* (229 U. S. 288).

Insofar as the non-Communist affidavit requirements of section 9 (h) were concerned, the district court applied the same reasoning as to the general power of the Congress to regulate the exercise of privileges granted by it. The specific restrictions imposed by section 9 (h) are valid, the district court held, since Congress could properly restrict the benefits of the act to labor organizations whose operations would tend to promote the proper objectives for which the benefits were granted, i. e., promotion of collective bargaining and fostering of the economic interests of workers. Congress could properly believe that unions led by Communists would utilize the benefits of the act, not for these purposes but for the purpose of provoking industrial strife to serve the political ends of the Communist Party. Moreover, in the district court's view, the provision for administrative inquiry

[26] See also Twelfth Annual Report (1947), p. 46, footnote 29.

into the political beliefs of union officers does not invade any constitutional liberties because (1) the inquiry is not an end in itself, but an appropriate means to a legitimate end, (2) no penalty is imposed for failure to answer, (3) loss of benefits under the act as a consequence of failure to answer is neither a penalty nor denial of any constitutional rights. The contention that section 9 (h) unlawfully inflicts punishment without trial was rejected by the district court on the ground that the denial of a statutory privilege because of noncompliance with valid conditions does not constitute punishment within the constitutional prohibition.

However, the district court went further by deciding that even if section 9 (h) were construed as invading the freedom of speech, or silence, of union officers, the limitation imposed was justified by the public interests involved. In the district court's opinion, the requirement that union officers disclose their political beliefs was the outgrowth of a congressional finding that the possibility of communistic influences in bargaining relations and resultant industrial strife constituted a "substantive evil." The specific disclosure under section 9 (h) was thus directly related to a recognized evil and, according to established precedent, could therefore be required even though it was not necessary in order to avert a "clear and present danger." The plaintiff union, the court pointed out, did not show or assert that the factual basis for the challenged provision was lacking. Finally, the court held that Congress had in fact determined, that a "clear and present danger" to national interests was inherent in the domination of exclusive bargaining agencies by Communist leaders, and that this determination was proper.

The district court also found that, because of the quasi-governmental and fiduciary nature of the representative functions of an exclusive bargaining agent, Congress had power to condition the exercise of these functions upon appropriate qualifications regardless of any present danger to national interests.[27]

In *Fay* v. *Douds* (79 Supp. 582) (D. C., S. D. of N. Y.) [28] the court, relying on the Supreme Court's decision in the *National Maritime Union* case, likewise held that the filing requirements of section 9 (f) were constitutionally valid and that a noncomplying union could therefore not complain that it had been denied a hearing in a representation proceeding and excluded from the ballot in an election ordered by the Board.

The validity of the affidavit requirements of section 9 (h) was again challenged in *Wholesale Workers Union* v. *Douds* (June 29, 1948 (D. C., S. D. of N. Y.), 22 L. R. R. M. 2276) and was sustained by the court for the reasons set forth by the district court in the *National Maritime Union* case (*supra*).[29] The court, denying the union injunctive relief against the Board, held that a union which had not complied with the statute was not entitled to a hearing and a place on the ballot

[27] One member of the statutory three-judge district court dissented on the ground that the constitutionality of section 9 (h), which abridged the freedoms of speech, press, and assembly, depended upon a question of fact to be determined independently by the court in accordance with the Supreme Court's decision in *Thomas* v. *Collins*, 323 U. S. 516.

[28] In this case, the court had previously granted the union leave to amend its complaint in order properly to raise the constitutional issues involved. *Fay* v. *Douds* (78 F. Supp. 703).

[29] Judge Rifkind dissented on the ground that the statute impaired the freedoms of speech and assembly without the requisite showing of clear and present danger.

in a representation proceeding see also *Oil Workers International Union* v. *Elliott*, 73 F. Supp. 942 (D. C. Tex.).[30]

2. Effect of the amendment of the act upon the Board's power to prosecute cases involving antecedent unfair labor practices

(*a*) *The amendment of the act did not nullify obligations arising from antecedent unfair labor practices.*—In several cases in which employers sought to resist enforcement on the ground that the amended act invalidated orders based upon violations committed prior to its effective date, the court sustained the Board's position that Congress had expressed no intent to extinguish obligations arising from antecedent unfair labor practices and that all such obligations continued to be binding by virtue of the general savings statute, section 29 of title I of the United States Code (*N. L. R. B.* v. *National Garment Co.*, 166 F. 2d 233 (C. C. A. 8), certiorari denied, 68 S. Ct. 1513; *N. L. R. B.* v. *Mylan Sparta Co., Inc.*, 166 F. 2d 485 (C. C. A. 6); *N. L. R. B.* v. *Gate City Cotton Mills*, 168 F. 2d 647 (C. C. A. 5)). In the *National Garment* case, the court adopted the reasoning by which the Board had first resolved the issue in the *Marshall and Bruce Co.* case.[31] The general savings statute being clearly applicable to such amendatory legislation as the Taft-Hartley Act, the only question to be decided was whether obligations arising from violations of the original act were "liabilities" which were intended to survive amendment or repeal. Relying on judicial precedent, the Board had concluded that the term "liability" must be construed broadly so as to include any obligation arising out of a breach of statutory duties. Sustaining the Board, the court held that it had jurisdiction to enforce the Board's order, which had not ceased to be operative because of the amendment of the act.

(*b*) *Procedural changes effected by the amendments do not retroactively invalidate antecedent action of the Board.*—The validity of the Board's order was attacked in several instances on the ground that the procedures followed by the Board did not conform to specific requirements of the amended act. In each case, the court applied the principle that procedural amendments, in the absence of a clear legislative intent to the contrary, affect pending cases only to the extent that procedural steps dealt with in the amendment have not yet been taken. Thus, in *N. L. R. B.* v. *Mylan-Sparta Co. Inc.* (166 F. 2d 485 (C. C. A. 6)), and *N. L. R. B.* v. *Whittenburg* (165 F. 2d 102 (C. C. A. 5)), the respective courts rejected the contention that the order was unenforceable because it was not shown that the union, upon whose charge the Board had acted, had complied with the filing and affidavit requirements subsequently imposed by section 9 (f), (g), and (h) of the amended act. Similarly, in *N. L. R. B.* v. *Brozen* (166 F. 2d 812 (C. C. A. 2)),[32] *N. L. R. B.* v. *Caroline Mills, Inc.* (167 F. 2d 212 (C. C. A. 5)),[33] and *N. L. R. B.* v. *Gate City Cotton Mills*

[30] In *Fitzgerald* v. *Douds* 76 F. Supp. 597 (D. C., N. Y.), the court summarily rejected the contention that section 103 of the amended act unconstitutionally impairs the obligation of contract unless it is construed to prohibit the Board from entertaining a representation petition prior to the expiration of the period during which existing collective contracts with certified unions are not to be affected by the amended act. The court held that section 103 was not intended to affect the Board's jurisdiction to proceed with the investigation of representatives. The decision of the district court was affirmed on other grounds by the Second Circuit Court of Appeals in *Fitzgerald* v. *Douds*, 167 F. 2d 714, *infra*, p. 80.

[31] *Matter of Marshall and Bruce Co.*, 75 N. L. R. B. 90; see pp. 48–49, *supra*.

[32] Modified on other grounds, see *infra*, p. 78.

[33] Modified on other grounds, see *supra*, p. 71.

(168 F. 2d 647 (C. C. A. 5)), the court held that the Board's order was not invalidated by the fact that the underlying charges, which antedated the amendments to the act, had not been filed within 6 months from the occurrence of the unfair labor practices as required by section 10 (b) of the amended act. See also *N. L. R. B.* v. *National Garment Co.* (166 F. 2d 233 (C. C. A. 8), certiorari denied, 68 S. Ct. 1513, *supra*, p. 75), where the court likewise recognized the purely prospective operation of the procedural changes in the act.

3. Remedial action which may be required to correct unfair labor practices which antedate the act's amendment

(*a*) *Remedies for conduct violative of both the original and the amended act.*—The Board's power to issue orders for the purpose of both redressing and preventing violations of the original act, where the conduct involved is equally violative of the amended act, was expressly sustained by the Second Circuit Court of Appeals in *N. L. R. B.* v. *Sandy Hill Iron & Brass Works* (165 F. 2d 660), and *N. L. R. B.* v. *Consolidated Machine Tool Corp.* (167 F. 2d 470). The court held that since the orders in these cases rested firmly on such conduct, it was immaterial that other conduct, made lawful by the amendments, had also been considered by the Board. The court, in the *Sandy Hill* case, thus enforced the Board's order directing that employees who had been discriminated against be reinstated and made whole, and that the employer desist in the future from discouraging union activities by such discrimination and other coercive conduct. The court pointed out that neither the need, nor the means, for the correction of these unfair practices had been eliminated by the amended act. Similarly, in the *Consolidated Machine Tool* case, the court declined to modify its decree to the extent that it enforced the bargaining provisions of the Board's order,[34] on the ground that there had been conduct which constituted a refusal to bargain as unlawful under the original as under the amended act.[35]

Affirmance of the Board's power to remedy unfair labor practices occurring prior to the amendment of the act is likewise implied in the Supreme Court's limited grant of certiorari in *N. L. R. B.* v. *Budd Manufacturing Co.* (332 U. S. 840). In this case the employer, in view of the exemption of supervisors from the protection of the amended act, sought review of the decision by which the Sixth Circuit Court of Appeals had enforced an order for the redress of discrimination against certain supervisory employees.[36] Limiting its writ of certiorari to that part of the decree directing that the employer cease and desist from interfering with and discouraging membership in the foremen's union, the Supreme Court vacated the corresponding part of the lower court's decision and remanded the case for the court's consideration of the effect of the amendment of the act. The Board's position that the Supreme Court, by leaving intact the reinstatement and back-pay provisions of the decree, in effect ruled that the amend-

[34] *N. L. R. B.* v. *Consolidated Machine Tool Corp.*, 163 F. 2d 376, certiorari denied, 332 U. S. 824.

[35] The court also rejected the employer's contention that the bargaining mandate should be eliminated from the decree since it constituted an obstacle to a petition for the decertification of the union with which the employer had been ordered to bargain. The court held that its bargaining decree did not interfere with the Board's discretion to suspend action on the decertification petition until the employer's refusal to bargain with the incumbent union had been remedied.

[36] *N. L. R. B.* v. *Budd Mfg. Co.*, 162 F. 2d 461 (C. C. A. 6), Twelfth Annual Report (1947), p. 45.

ment of the act does not invalidate such orders, was sustained by the Sixth Circuit Court of Appeals on August 16, 1948.[37]

(b) *Remedies where the type of conduct involved was made legal by the amended act.*—The principle that the Board's remedial powers may not be exercised prospectively for the purpose of preventing conduct which is no longer prohibited by the amended act was applied in cases where preventive cease and desist provisions and affirmative bargaining orders or decrees were inconsistent with the policies of the amended act.

In *N. L. R. B.* v. *Sandy Hill Iron & Brass Works* (165 F. 2d 660 (C. C. A. 2)), *supra*, the court observed that the preventive portions of the Board's order, insofar as they related to antiunion statements which were protected expressions within the meaning of section 8 (c) of the amended act, could not become the basis for contempt proceedings. The Board had stated in its brief that the order was not to be construed to prohibit such expressions in the future.

In *N. L. R. B.* v. *Budd Manufacturing Co.*, *supra*, where the Supreme Court vacated and remanded to the circuit court for further consideration the cease and desist provisions of the enforcement decree of the lower court because of the subsequent amendment of the act, the Board likewise conceded that those provisions were no longer appropriate since they enjoined future interference with union activities of supervisory employees and such activities are no longer protected. The original order of the Board was set aside to this extent by the circuit court of appeals on August 16, 1948.

In *N. L. R. B.* v. *Atkins* (165 F. 2d 659 (C. C. A. 7)) and *N. L. R. B.* v. *Jones & Laughlin Steel Corp.* (December 9, 1947 (C. C. A. 6), 21 L. R. R. M. 2145),[38] orders of the Board, directing that the employers bargain with units of their respective plant guards, were set aside in view of the amended act which in section 9 (b) (3) prohibits the representation of plant guards in units with, or by unions which also represent, rank-and-file employees. In the *Jones & Laughlin* case, the Board had requested the dismissal of its petition for enforcement.

Similarly, in *N. L. R. B.* v. *Wyandotte Transportation Co.* (166 F. 2d 434 (C. C. A. 6)) the Board's order requiring the employer to bargain with the representative of certain supervisory employees was set aside with the Board's consent, on the ground that the subsequent amendment of the act relieved employers from the duty to bargain with supervisory employees. The Board had pointed out to the court that since the removal of supervisors from the coverage of the act it had uniformly refrained from requiring remedial action in cases where employers, prior to the act's amendment, had refused to bargain with units of supervisory employees.

See also *Foreman's Association of America* v. *Young Spring & Wire Corp.* (68 S. Ct. 607) where the Supreme Court denied the petition for a writ of certiorari filed by the Foreman's Association for the purpose of obtaining review of the decision by which the Circuit Court of Appeals for the District of Columbia had set aside a bar-

[37] In its brief before the Circuit Court of Appeals, the Board had expressed its disagreement with the action by which the court, in *Eastern Gas and Fuel Associates* v. *N. L. R. B.*, 162 F. 2d 964, 866 (12th Annual Report (1947) p. 46, footnote 9) had limited reinstatement and back-pay benefits to supervisory employees to the period ending on the effective date of the amended act. The Board pointed out that no further proceedings had been taken in that case because of satisfactory informal adjustment by the parties.

[38] See also Twelfth Annual Report (1947), p. 46.

gaining order in favor of the association because of its inconsistency with the subsequently amended act; and see *N. L. R. B.* v. *Simmons Co.* (January 19, 1948 (C. C. A. 3)) where the court denied the petition of the Foreman's Association to intervene after the Board had withdrawn its petition for enforcement of a bargaining order issued in its favor prior to the act's amendment.

(c) *Effect of disqualification of bargaining representative.*—In *N. L. R. B.* v. *Brozen* (166 F. 2d 812 (C. C. A. 2)) the Board conceded before the court that its unconditional order that the employer bargain with the complaining union would not effectuate recent congressional policies, since the union had not yet complied with the filing and affidavit requirements of the intervening amendments to the act. The court therefore conditioned its bargaining decree upon the union's compliance with those provisions within 30 days from entry of the decree. In view of the failure of the union to fulfill the condition, the court on April 23, 1948, modified its decree by eliminating its bargaining provisions. The court also modified the Board's order by striking the complaining union's name from that part of the order which enjoined the employer's future interference with the right of its employees to join labor organizations, and by inserting in the notice provisions language to the effect that the employees were free to refrain from union activities, in accordance with section 7 of the amended act. The Board had opposed the modification of the injunctive part of the order since it, unlike the bargaining provisions, did not enure to the benefit of the noncomplying union.

On May 19, 1948, the Ninth Circuit Court of Appeals dismissed, without prejudice, the Board's petition for a contempt adjudication in *Times Mirror Co.* v. *N. L. R. B.* after the Board had indicated that it did not desire to prosecute contempt proceedings which if successful could only result in compelling the employer to bargain with a union which was disqualified from functioning as statutory bargaining agent because of its failure to comply with the filing and affidavit requirements of section 9 (f), (g), and (h).

4. The amended act does not vest the courts with concurrent jurisdiction over unfair labor practices

In *Amazon Cotton Mill Co.* v. *Textile Workers Union of America* (167 F. 2d 183), in which the Board had intervened, the Fourth Circuit Court of Appeals held that the Board's power to enjoin unfair labor practices remained exclusive, although the amended act conferred ancillary jurisdiction upon the United States district courts to intervene at the instance of the Board and primary jurisdiction in certain cases not concerned with enjoining unfair labor practices.[39] The circuit court of appeals reversed the decree in which the lower court had ordered the company to bargain with the union although the

[39] Injunctive powers may be exercised by the district courts under sec. 10 (j) and (l) upon the application of the Board and under sec. 208 at the instance of the Attorney General. Sec. 303 (b) vests the district courts with jurisdiction over certain damage suits for acts by a union or its agents which also constitute unfair labor practices.

latter had previously instituted unfair labor practice proceedings before the Board (76 F. Supp. 59). In the opinion of the circuit court of appeals, both the manifest purpose of the act and the legislative history of its amendments precluded the conclusion that a dual forum had been provided for enjoining unfair labor practices. The court pointed out that since Congress specifically circumscribed the functions of the district courts within the statutory scheme the doctrine of *expressio unius est exclusio alterius* must be applied and that a grant of general jurisdiction over unfair labor practices cannot be implied. The court stated that the omission of the word "exclusive" from the amended section 10 (a) of the act, referring to the Board's power to adjudicate unfair labor practices, was predicated upon the specific grants of limited jurisdiction to the district courts and not upon an intention to create an alternative remedy for the redress of unfair labor practices. Any other construction, the court held, would be inconsistent with the clear congressional purpose to leave these matters for initial determination by a specialized administrative agency, and would run counter to the legislative history of the amended section 10 (a). Moreover, the court continued, if section 301 (b) of the act, which permits labor unions to sue and be sued as entities, had been intended to enlarge the jurisdiction of the district courts generally, sections 301 (a) and 303 (b) authorizing certain damage suits in those courts would have been superfluous.[40] Finally, the court pointed out that the recognition of coordinate jurisdiction in the courts would inevitably provoke the concurrent institution of court and Board proceedings by the opposing parties in unfair labor practice cases and would destroy the benefits resulting from a single jurisdiction over such labor controversies. The court also called attention to the anomalous consequence that in taking cognizance of unfair labor practices the courts, unlike the Board, would not be barred from granting relief to a union which had not complied with filing and affidavit requirements imposed by section 9 (f), (g), and (h) of the amended act.

In *International Longshoremen's and Warehousemen's Union* v. *Sunset Line and Twine Co.* (77 F. Supp. 119 (D. C. Cal.)), decided prior to the *Amazon* case just discussed, the Board, as intervenor, challenged the jurisdiction of the district court to grant relief to the union which sought to enjoin the employer from refusing to bargain with it in violation of the act. Sustaining the challenge, the court held that the amended act did not confer on private parties the right to injunctive relief in the courts. Acknowledging the exclusive jurisdiction of the Board to adjudicate and remedy unfair labor practices, the court held that Congress could not have intended, as the union alleged, to create a special forum for the redress of unfair labor practices for the benefit of unions which elect not to comply with the

[40] In support of its view, the court referred to the decision in *Gerry* v. *International Garment Workers Union*, January 13, 1948, 21 L. R. R. M. 2209, where the California Superior Court of Los Angeles County similarly interpreted the amended act as reserving the adjudication of unfair labor practices to the Board, and as precluding any Federal or State court from enjoining such practices at the instance of an employer. The decision of the Superior Court has since been affirmed by the California Supreme Court in *Gerry* v. *Superior Court, Los Angeles County*, June 16, 1948, 22 L. R. R. M. 2279.

filing and affidavit requirements of the amended act and which therefore may not invoke the Board's jurisdiction.[41]

5. The amendments to the act did not materially change the scope of judicial review of unfair labor practice findings

In *N. L. R. B.* v. *Austin Co.* (165 F. 2d 592 (C. C. A. 7)), the court held that while, in the amended section 10 (e) and (f), Congress intended to broaden the scope of circuit court of appeals review by requiring that the Board's findings must not only be "supported by evidence" [42] but by "substantial evidence on the record considered as a whole," the legislative history did not reveal a purpose to provide for a trial *de novo* by the court. Consequently, the court concluded, the circuit courts of appeals had not been charged with the duty of weighing the evidence and that the actual scope of review had therefore not been materially changed.

The circuit court of appeals in *N. L. R. B.* v. *Caroline Mills, Inc.* (167 F. 2d 212 (C. C. A. 5)), likewise held that the amended act does not grant a hearing *de novo*, although the court's review powers have been enlarged by the provision that the Board's findings must rest upon "the preponderance of the testimony taken" (sec. 10 (c)) and must be supported by "substantial evidence on the record considered as a whole" (sec. 10 (e) and (f)).

6. The amended act does not enlarge the power of the courts to review representation proceedings

In a suit by a union to enjoin the Board from conducting a decertification proceeding under section 9 (c) (1) (A) (ii) of the amended act, the Second Circuit Court of Appeals held that Congress, in reenacting section 9 (d) of the original act, had indicated its intention to permit court review of certification as well as of decertification proceedings under section 9 only following the Board's issuance of an unfair labor practice order based upon the certification or decertification of a bargaining representative. *Fitzgerald* v. *Douds* (167 F. 2d 714). Holding itself bound by the rule laid down in the Fitzgerald case, the District Court for the Southern District of New York likewise declared itself without jurisdiction to review the action by which the Board excluded a union from participating in a representation proceeding because of the union's failure to comply with the filing and affidavit requirements of section 9 (f), (g), and (h) of the amended act. *Fay* v. *Douds* (79 F. Supp. 582).[43]

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[41] In *Styles* v. *Local 74*, 74 F. Supp. 499 (D. C. Tenn.) where the Board's petition for an injunction under sec. 10 (l) was denied (*infra*, p. 93) the court also observed that it was without jurisdiction to settle unfair labor practice controversies which had been committed exclusively to the Board. See also *Douds* v. *Wine Workers Union* (75 Supp. 447 (D. C., N. Y.)), *infra* p. 87.

The District Court for the Northern District of Illinois, in denying the application of a union for an injunction against employer conduct violative of the act, applied the principles enunciated in the *Amazon* and *Sunset Line* cases (*supra*). *Packinghouse Workers* v. *Wilson & Co.*, July 2, 1948 (D. C. Ill.), 22 L. R. R. M. 2297.

In *Amalgamated Association* v. *Dixie Motor Coach Corp.*, November 26, 1948 (C.C.A.8), reversing 74 F. Supp. 952 (D.C.,Ark.), the Board had intervened in order to challenge the lower court's jurisdiction to enjoin a union at the instance of an employer who sought damages from it under sec. 303 of the Labor Management Relations Act.

[42] Sec. 10 (e) and (f) of the original act.

[43] See also supra, p. 69.

7. Interpretation of amendments to the act

(*a*) *Substantiality of evidence.*—The Board's finding that an employer had discriminatorily discharged certain employees was held valid under the requirements of the amended act, where the Board had inferred the employer's discriminatory motives from the selection of a disproportionate number of strikers for discharge and from the advanced seniority and skill of some of the discharged union members. The court pointed out that the Board's inference of discrimination was not based solely on expert judgment, as the employer contended, but was properly drawn from circumstances which had been established by substantial evidence. *N. L. R. B.* v. *Sandy Hill Iron & Brass Works* (165 F. 2d 660 (C. C. A. 2)).[44]

(*b*) *Limitation on Board's power to order reinstatement and reimbursement of employees discharged "for cause."*—In the *Sandy Hill* case (*supra*), the court held that while the curtailment of the employer's business was a legitimate "cause" for discharging some of its employees within the meaning of section 10 (c) of the amended act, the employer could not invoke that section since the basis for the selection of the employees actually discharged was not a lawful one and hence not within the purview of the statutory proviso. The court's ruling thus in effect confirms the Board's position that in the light of pertinent legislative history section 10 (c) was not amendatory but rather declaratory of the existing law according to which it was the Board's province to determine whether an employee had in fact been discharged for a valid cause or for union activity. See also *N. L. R. B.* v. *Caroline Mills, Inc.* (167 F. 2d 212 (C. C. A. 5)), where the court upheld the Board's finding of discrimination although the employer assigned specific causes for the discharges involved. The Board's reinstatement order in this case was modified on other grounds (*supra*, p. 71).

(*c*) *Exemption of noncoercive statements from unfair labor practice findings.*—In *N. L. R. B.* v. *Sandy Hill Iron & Brass Works* (165 F. 2d 660 (C. C. A. 2)), and *N. L. R. B.* v. *Gate City Cotton Mills* (167 F. 2d 647 (C. C. A. 5)), section 8 (c) of the amended act was interpreted, without elaboration, as permitting statements concerning union matters which do not convey threats, intimidation, or promises, and as prohibiting, as under the original act, speech intended to restrain and coerce employees in the exercise of their statutory rights.

(*d*) *Filing and affidavit requirements.*—In *National Maritime Union* v. *Herzog* (78 F. Supp. 146 (D. C., D. C.)),[45] the court upheld the conclusion that the Board was precluded from granting a union, which had not complied with the filing and affidavit requirements of section 9 (f), (g), and (h) of the amended act, a place on the ballot to be used in a statutory election. The excluded union had intervened in a representation proceeding under the original act and, upon the latter's amendment, declined to comply with its provisions as requested by the Board. The court rejected as untenable the union's contention that since it had not instituted the proceedings but had merely intervened to protect its interests it was not subject to the requirements of section 9 (f), (g), and (h).

[44] In deciding that the evidence in the case satisfied both the requirements of the original and the amended act, the court did not pass upon the question whether the new provisions may be applied retroactively to proceedings which antedated their enactment.

[45] Affirmed 68 S. Ct. 1529, *supra*, p. 73.

In *Oil Workers International Union* v. *Elliott* (73 F. Supp. 942 (D. C., Tex.)), the court held that a union whose parent had not complied with the statutory filing and affidavit requirements was not entitled to a mandatory injunction directing that the ballots cast in a Board-conducted election be opened and counted.[46]

(*e*) *Other provisions construed.*—In *N. L. R. B.* v. *International Typographical Union* (76 F. Supp. 896 (D. C., N. Y.)), the Board's subpena powers under section 11 of the amended act were involved. The enforcement of certain subpenas *ad testificandum* and *duces tecum* issued by the Board was resisted primarily on the ground that the Board itself, rather than the trial examiner, should have passed upon the motion in which it was sought to have the subpena revoked pursuant to section 11 (1) of the amended act. It was contended that, in the absence of express authority under the amended act, the Board could not delegate its subpena powers to the trial examiner. Overruling the contention, the court pointed out that section 11 (1) must be read in connection with sections 7 (b) and 12 of the Administrative Procedure Act. In the court's view, the powers conferred upon trial examiners by section 7 (b) of that act necessarily include the power to pass upon the validity and sufficiency of subpenas. Moreover, the court observed that there are no provisions in the amended National Labor Relations Act which, within the meaning of section 12 of the Administrative Procedure Act, expressly deprive the Board's trial examiners of these indispensable powers.

The court also pointed out that the Board had promulgated fair and reasonable regulations which provided both for the disposition of motions to revoke subpenas by the Board itself where questions of great importance are involved, and for a discretionary appeal to the Board in those cases where the decision on such motions is left to the trial examiner. The court concluded that, in the absence of express language, no intent can be imputed to Congress to hamper the work of the Board by burdening it with the nondelegable duty to decide all motions to revoke its subpenas.

The further contention that the Board could not delegate to the General Counsel its power to institute proceedings for the enforcement of subpenas under section 11 (2) of the amended act was likewise overruled by the court. In this respect the court's decision was predicated on the reasoning which led to the rejection of a similar contention in *Evans* v. *International Typographical Union* (76 F. Supp. 881 (D. C., Ind.)).[47]

In *Fitzgerald* v. *Douds* (167 F. 2d 714 (C. C. A. 2)) (*supra*, pp. 75, 80), section 103 of the amended act, which provides that determinations and certifications of bargaining units and representatives as well as certain collective agreements, shall be unaffected by the amended act during specified periods, was held not to preclude the Board from commencing investigations under section 9 prior to the expiration of those periods.[48]

[46] Compare the cases discussed at pp. 79-80, *supra*, where the courts declined to assume jurisdiction in behalf of unions which had failed to comply with the provisions of sec. 9 (f), (g), and (h).

[47] *Infra*. p 90.

[48] In *N. L. R. B.* v. *Phoenix Mutual Life Insurance Co.*, 167 F. 2d 983 (C. C. A. 7), certiorari denied 69 S. Ct. 68 discussed at pp. 65, 66, 67-68, *supra*, the court in approving the Board's finding that the salesmen involved were employees within the meaning of the act and not independent contractors, referred to the exemption of independent contractors from the coverage of the amended act. However, the unfair labor practices in that case had been committed and the Board's order was issued prior to the amendment of the act.

V

INJUNCTION LITIGATION

IN addition to amending and expanding the unfair labor practice provisions of the act, Congress, in the amended act, has supplemented the enforcement machinery of the agency by provisions authorizing it to apply to the courts for temporary injunctive restraint of unfair labor practices in violation of section 8 of the act.

Application to the United States district courts for temporary restraint of the charged unfair labor practices is mandatory under section 10 (l) when the General Counsel's representative concludes that a complaint should issue against a union charged with violating the provisions of section 8 (b) (4) (A), (B), or (C) of the act which, in essence, prohibit certain secondary boycotts, secondary strikes to force another employer to recognize a union which is not the certified representative of his employees, and primary strikes to force an employer to recognize one union when another union has been certified as the representative of his employees. Under section 10 (l), application to district courts for temporary restraint of jurisdictional disputes in violation of section 8 (b) (4) (D) also may be made by the General Counsel's representative prior to issuance of a complaint. In all other cases, after an unfair labor practice complaint has been issued, whether it be against an employer or a union, the Board under section 10 (j) may, in its discretion, seek appropriate injunctive relief in the district courts. An injunction obtained under section 10 (j) or (l) is only temporary and is effective only until the Board has issued its decision on the unfair labor practices charged. Permanent restraint of the unfair labor practices is effected, as under the act prior to its amendment, by enforcement of the Board's order in the circuit courts of appeals.

Application for injunctive relief under section 10 (j) and (l) is made to the court by a petition requesting the issuance of a rule or order requiring the party charged with the unfair labor practices to show cause to the court why the injunctive relief prayed for should not be granted. The petition alleges the filing of an unfair labor practice charge; in section 10 (l) proceedings, the representative's belief that the charge is supported after investigation and a complaint should issue, and in section 10 (j) proceedings, the issuance of a complaint on the charge; the facts in brief supporting the charge; and the likelihood that the charged unfair labor practices will continue unless restrained. The relief requested is an order prohibiting the respondent union or employer from continuing the conduct charged to be an unfair labor practice or from changing the status quo while the Board is

hearing and deciding the unfair labor practice charges. Since the Board under the amended act still has the exclusive authority to determine whether unfair labor practices have occurred and, through enforcement proceedings in the circuit courts, to devise a permanent remedy against their recurrence, proceedings under section 10 (j) and (l) are interlocutory and are governed by the principles applicable to interlocutory proceedings in equity. In determining that temporary injunctive relief is appropriate, the courts do not decide that the charged unfair labor practices have occurred; the courts conclude only that there is a reasonable probability that they have occurred. This conclusion may be reached by the courts upon the pleadings, or upon affidavits, or after a hearing and the taking of testimony, depending upon the circumstances of the particular case. Pending the court's determination on the application for injunctive relief, intermediate relief in the nature of a temporary restraining order *without notice* to the respondent union may be obtained upon a showing that substantial and irreparable injury to the charging party will be unavoidable. Such restraining order without notice may be effective for no longer than 5 days.

During the past fiscal year, 22 applications for injunctions under section 10 (j) and (l) were filed in the courts. The disposition of these applications is shown in the tabulation below:

Summary of injunction litigation under sec. 10 (j) and (l), Aug. 22, 1947, to June 30, 1948

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	3	2		1 settled.
(b) Against employers	2	1	1	
Proceedings under sec. 10 (l)	17	11	4	1 withdrawn. 1 pending.
Total	22	[1] 14	5	3

[1] In 2 of these cases, injunction decrees were entered upon consent of respondent.

PRINCIPLES ESTABLISHED

A. Constitutionality

In several cases the application for an injunction was opposed on the ground that the applicable provisions of the amended act were unconstitutional. In *Evans* v. *International Typographical Union* (76 F. Supp. 881 (D. C., Ind.)) and *Madden* v. *United Mine Workers* (79 F. Supp. 616 (D. C., D. C.)), the validity of section 10 (j), under which application for relief had been made, was challenged, while in *LeBaron* v. *Printing Specialties Union* (75 F. Supp. 678 (D. C., Cal.)) the validity of the underlying prohibitions of section 8 (b) (4) (A) was put in issue.

In the *Evans* case the court rejected the contentions that section 10 (j) was repugnant to article III of the Constitution, that there was no "case" or "controversy" in the constitutional sense upon which the court could act, or that the section conferred upon the court legislative or administrative functions of a nonjudicial character. The

court held that the injunctions authorized by section 10 (j) are similar to the interlocutory relief courts of equity have traditionally granted even where the ultimate determination of the principal issues rests with another tribunal; that the "case" or "controversy" requirement is satisfied because the court's decision is "final and conclusive" on the Board's application for relief under section 10 (j), even though the court's decision does not reach the merits of the primary controversy before the Board. Also, the court held that its functions under section 10 (j) are clearly judicial even though ancillary to a proceeding before an administrative body. The court pointed out that the Board, as a specialized tribunal for the adjudication of unfair labor practices, has been charged with functions of a distinctly judicial character and that the court, in assisting the Board in the exercise of those functions, must be considered to act also in a judicial capacity.

In the *Evans* case, the court also rejected the further contention that section 10 (j) contravened the due process requirements of the fifth amendment by permitting the respondents' rights to be finally affected by the court's decision in a proceeding in which the principal issues are not determined. The court pointed out that to uphold the contention would mean that cases of equitable relief for the preservation of the status quo pending the final adjudication of a controversy must be tested for due process not at their conclusion, but at the start and thus defeat the very purpose of the proceeding. Furthermore, the court held that the respondent's rights were fully protected, since section 10 (j) directs the court to grant only such relief as may be just and proper in the light of both the public and private rights involved in the case. The statute, the court concluded, requires that relief be formulated in a manner which will achieve the expeditious determination of the principal issues by the Board and will avoid as far as possible their determination by the court.

In the *Madden* case, the court predicated its conclusion that section 10 (j) is constitutional upon the grounds stated in the *Evans* case.

In the *LeBaron* case the contentions were made that section 8 (b) (4) (A), upon which the application for relief under section 10 (l) was predicated, imposed involuntary servitude, was vague and indefinite, and abridged the freedoms of speech and assembly and, therefore, violated the Constitution. Sustaining the constitutionality of the challenged section in all respects, the court held that the rights envisaged by the thirteenth amendment (the prohibition against involuntary servitude) were expressly safeguarded by the act (sec. 502); that the evil to be corrected had been clearly defined by Congress and section 8 (b) (4) (A), therefore, was not unconstitutionally vague or indefinite; and that Congress, in protecting the free flow of commerce against obstructions from secondary boycotts, did not unconstitutionally infringe upon the freedoms of speech and assembly.

B. Applicability of Norris-LaGuardia Act

The contention that the provisions of the Norris-LaGuardia Act[3] apply to the exercise of the jurisdiction of the courts to grant interlocutory relief under section 10 (j) and (l) was rejected in *Douds* v. *Local 294, International Brotherhood of Teamsters, etc.* (75 F. Supp.

[3] 47 Stat. 70, 2a U. S. C., sec. 101, *et seq.*

414 (D. C., N. Y.)); *LeBaron* v. *Printing Specialties Union Local 388* (75 F. Supp. 678 (D. C., Cal.)); and *Barker* v. *Local 1796, United Brotherhood of Carpenters* (February 17, 1948 (D. C., Ala.), 21 L. R. R. M. 2406).

In the *Douds* case, a combined proceeding under section 10 (j) and (l), the court held that there was no basis for imputing to Congress an intent to defeat the jurisdiction expressly conferred on the district courts by section 10 (j) and (l) by superimposing the limitations of the Norris-LaGuardia Act. The court observed that such an intention cannot be inferred from the reenactment of section 10 (h), which specifically exempts from the operation of the Norris-LaGuardia Act only injunctive relief which the Board may seek in the circuit courts in connection with proceedings for the enforcement and review of orders under section 10 (e) and (f) of the act. This provision, the court concluded, has no relation to the new provisions for preorder interlocutory relief. The court also held that the phrase "notwithstanding any other provision of law" in section 10 (l), following the grant to the district courts of power to give injunctive relief, is surplusage, and that its omission from section 10 (j) may not be construed as subjecting the injunctive provisions of that subsection to the limitations of the Norris-LaGuardia Act.

In the *LeBaron* case, a proceeding under section 10 (l), the court, on the other hand, predicated its holding upon the view that the applicability of the Norris-LaGuardia Act is negatived by the express provisions of section 10 (h) and, insofar as section 10 (l) is concerned, by the statutory grant of authority to order injunctive relief "notwithstanding any other provision of law."

In the *Barker* case, also a proceeding under section 10 (l), the court did not elaborate its conclusion that its jurisdiction was unaffected by the Norris-LaGuardia Act.

C. Principles governing the exercise of the court's jurisdiction under section 10 (j) and (l)

Inasmuch as Congress has prescribed in section 10 (j) and (l) only the circumstances under which application for injunctive relief may (or must in the case of section 10 (l) proceedings) be sought, it was left to the courts to announce the principles by which they would be guided in passing upon such applications. These principles concern the showing which must be made before the court in order to obtain this statutory relief, the scope of the court's inquiry, and the nature of the relief to be granted.

1. *Principles governing the granting of injunctions*

(*a*) *Showing of a prima facie case is sufficient.*—*Douds* v. *Local 294, International Brotherhood of Teamsters* (75 F. Supp. 414 (D. C., N. Y.)), where interlocutory relief was sought under both section 10 (j) and (l) because of the diversity of the conduct involved, the court held that the proof to be adduced must be measured by the general rules which govern interlocutory equitable relief since no other standards had been established by Congress. On this basis, the court pointed out, relief was justified upon a showing of a *prima facie* case, i. e., "a showing of reasonable probability that the (Board) is entitled to final relief." The court held that this test is met "when the factual

jurisdictional requirements are shown, and credible evidence is presented which, if uncontradicted, would warrant the granting of the requested relief, having in mind the purpose of the statute and the interests involved in its enforcement." Moreover, the court observed that the test is the same whether relief is sought under section 10 (j) or (l). In the court's opinion, the requirement of subsection (l), that there must be "reasonable cause to believe that (the charge filed) is true and that a complaint should issue," relates to the duty of the General Counsel's representative to invoke the jurisdiction of the district court rather than the quantum of proof upon which relief may be granted. It was held unnecessary for all of the General Counsel's evidence on the unfair labor practices to be introduced.

(*b*) *Scope of the court's inquiry.*—Closely related to the principle that the General Counsel's representative need only make out a *prima facie* case is the rule that the court's inquiry is limited to the *probability* that conduct violative of the act has been committed and does not extend to the actual existence of unfair labor practices, a question which is reserved to the Board (*Styles* v. *Local 74, United Brotherhood of Carpenters*, 74 F. Supp. 499 (D. C., Tenn.); *Douds* v. *Local 294, International Brotherhood of Teamsters*, 75 F. Supp. 414 (D. C., N. Y.); *Evans* v. *International Typographical Union*, 76 F. Supp. 881 (D. C., Ind.); *Douds* v. *Wine Workers Union*, 75 F. Supp. 447 (D. C., N. Y.)). In each of these cases the court expressly held that it was not its function to pass upon the merits of the unfair labor practice charges before the Board. See also, *Cranefield* v. *Bricklayers Union* (78 F. Supp. 611 (D. C., Mich.)).

In *LeBaron* v. *Printing Specialties Union* (75 F. Supp. 678 (D. C., Cal.)), the court similarly pointed out that since relief under section 10 (l) must be granted "upon the credible petition" of the General Counsel's representative, its statutory function was confined to a determination of whether or not reasonable cause existed for the regional director's belief that the violations charged had actually been committed. In *Styles* v. *Local 74, United Brotherhood of Carpenters, supra*, the court, in denying the application for an injunction under section 10 (l), likewise pointed out that its decision was not to be taken as an adjudication of the issues before the Board. See also *Graham* v. *Boeing Airplane Co.* (June 19 and 22, 1948 (D. C., Wash.), 22 L. R. R. M. 2243).

(*c*) *A current need for relief must be shown.*—In *Styles* v. *Local 74, United Brotherhood of Carpenters* (74 F. Supp. 499 (D. C., Tenn.)), the court interpreted its statutory jurisdiction to grant such relief as "it deems just and proper" as requiring a present need for interlocutory relief. Applying this principle, the court held that an injunction would not be justified because, among other reasons, the case had been rendered moot by the completion, prior to the application for an injunction, of the construction project affected by the boycott and because the conduct complained of was not "sufficient to indicate a fair anticipation" of other prohibited conduct in the future.[3] Under these circumstances, the court held that there was neither an existing condition nor an immediate urgency which called for injunctive relief.

[3] The primary ground upon which the court denied relief was its view that the crucial conduct involved had occurred prior to the effective date of the amended act (*infra*, p. 93).

Similarly, in *Douds* v. *Wine Workers Union* (75 F. Supp. 447 (D. C., N. Y.)), the court held that it would not be "just and proper" to issue an injunction in the absence of a "present likelihood of substantial and irreparable injury" to the public or to private parties pending final adjudication of the case before the Board. The court observed that the conduct complained of had ceased following the filing of the injunction petition and that there was no immediate indication that the union might renew its past acts. However, the court retained the case on its docket in order to permit the General Counsel's representative to renew his application in case the union should resume its former conduct.

The application of the same test is implicit in *Douds* v. *Local 294, International Brotherhood of Teamsters* (75 F. Supp. 414 (D. C., N. Y., No. 3084)), where the court determined that injunctive relief was "just and proper" since the conduct charged was "deliberate, willful, and, if not continuous, at least sporadic," and since there was no evidence of an intention by the union "to alter its position." [4]

2. *Principles governing the granting of temporary restraining orders*

Certain principles by which the courts will be guided in passing upon the request for temporary restraining orders in connection with applications for injunctions under section 10 (j) and (l) are indicated in *Douds* v. *Wine Workers Union* (75 F. Supp. 184 (D. C., N. Y.)), and *Douds* v. *International Longshoremen's Association* (October 2, 1947 (D. C., N. Y.), 20 L. R. R. M. 2642), where the court granted the request of the General Counsel's representative for such relief.

In the *Wine Workers* case, the court held that it was within the general equity powers to grant the temporary restraining order requested since the relief sought was of the same character as the ultimate temporary injunction prayed. The court also held that such temporary relief may be requested at the time of the filing of an application for an injunction or at any time during the ensuing proceeding. The request for a temporary restraining order on the return day of the rule to show cause, the court observed, was therefore timely. Holding that the General Counsel's representative had fully met the prerequisites for immediate relief, the court pointed out that the regional director's good faith in making his statutory investigation of the charges filed and in believing them to be true must be presumed. The opposing union, while permitted to adduce evidence, could not, the court continued, examine the regional director regarding the extent of his investigation and his good faith in filing a petition for injunctive relief. The court concluded that in order to obtain immediate relief it was not necessary for the General Counsel's representative to make out a case which would support the ultimate injunction sought, but that a temporary restraining order was appropriate on the basis of the evidence adduced, which was contained in affidavits, although the parties would have to be afforded further opportunity to present additional evidence in connection with the

[4] In view of its injunction in this case, the court held that there was no immediate need for a further injunction against the same union in the parallel case of *Douds* v. *Local 294, International Brotherhood of Teamsters*, January 2, 1948 (D. C., N. Y., No. 3083), 21 L. R. R. M. 2154. However, the court retained this case upon its docket with leave to the General Counsel's representative to renew his application upon 24 hours' notice in case an injunction should become necessary pending the Board's adjudication of the issues in the case.

petition for the injunction. Holding further that the respondent had had sufficient notice of the request for immediate relief and that the General Counsel's representative had shown that such relief was necessary to avert substantial and irreparable injury, the court found that the requirements of the act had been fully complied with. The court, therefore, issued a restraining order to be effective for 5 days.

In the *Longshoremen's* case, the court granted the request for a temporary restraining order without notice to the union in connection with an application for an injunction under section 10 (l). The court acted upon the petition and accompanying affidavits from which it appeared that the regional director, after making the requisite investigation, had cause to believe that the charge against the union was true and that the conduct involved would result in unavoidable and irreparable injury to public and private interests before notice could be served.

The request for immediate relief in connection with a petition for an injunction under section 10 (j) was granted in *Bowen* v. *General Motors Corporation* (D. C., N. Y., Civ. No. 44-674), on January 29, 1948. The Board's representative in this case had alleged that the company intended 2 days hence to put into effect an insurance plan regarding which it had refused to bargain and that unless the company were immediately restrained from doing so irreparable injury would result to the status, prestige, and bargaining position of the charging union.[5]

3. Scope of the court's order

In the majority of the cases in which the application for relief under section 10 (j) and (l) was granted, the court's injunction was addressed to the continuation or resumption of the specific conduct alleged in the petition to violate the act, or like or related conduct. See *Douds* v. *International Longshoremen's Association* (October 2, 1947 (D. C., N. Y.), 20 L. R. R. M. 2642); *Sperry* v. *United Brotherhood of Carpenters* (January 8, 1948 (D. C., Kan.), 21 L. R. R. M. 2244); *Cranefield* v. *Bricklayers Union* (78 F. Supp. 611 (D. C., Mich.); *Douds* v. *Wine Workers Union* (75 F. Supp. 184 (D. C., N. Y.)); *Evans* v. *International Typographical Union* (March 27, 1948 (D. C., Ind.), 21 L. R. R. M. 2553); *Madden* v. *United Mine Workers* (79 F. Supp. 616 (D. C., D. C.). In secondary boycott cases, where the court found that the circumstances indicated an imminent likelihood that the union would repeat the conduct charged with respect to other employers and businesses, the court formulated its order so as to embrace any such anticipated conduct. Thus, in *Douds* v. *Local 294, International Brotherhood of Teamsters* (D. C., N. Y., Civ. No. 3084),[6] the court, on January 17, 1948, enjoined the union from inducing the employees of *any* employer to engage in concerted action for the purpose of boycotting *any* person or business. In *Barker* v. *Local 1796, United Brotherhood of Carpenters* (February 17, 1948 (D. C., Ala.), 21 L. R. R. M. 2406), the court like-

[5] Applications for restraining orders under sec. 10 (j) and (l), respectively, were denied in *Madden* v. *United Mine Workers* (79 F. Supp. 616) (D. C., D. C.)), and *Evans* v. *United Mine Workers*, November 6, 1947 (D. C., Ky.). In the first of these cases, an injunction was subsequently granted by the court on June 4, 1948 (*infra*, p. 92), while in the second case the application for the injunction was later withdrawn.

[6] The order was issued in view of the court's decision reported in 75 F. Supp. 414, *supra*, pp. 86-87.

wise formulated its injunction so as to prohibit the union from inducing the employees of the charging party not to work in order to force the charging party to cease doing business with another specified employer or with any other person.

D. Other principles established in proceedings under section 10 (j) and (l)

Delegation to the General Counsel of the Board's power to apply for injunctive relief under section 10 (j)

The propriety of application for interlocutory relief under section 10 (j) made by the General Counsel, rather than by the Board itself, was sustained in *Evans* v. *International Typographical Union* (76 F. Supp. 881 (D. C., Ind.)). The union in this case sought dismissal of the petition for relief pursuant to section 10 (j) on the ground that the Board could not subdelegate to the General Counsel powers specifically entrusted to it by Congress. Overruling the union's contention, the court held that, while the act could not be construed to confer authority to seek injunctive relief directly on the General Counsel, it was within the Board's statutory powers to assign the exercise of that power to him. The propriety of such a delegation, the court observed, was consistent with both the express language and the general scheme of the act. Thus, the court pointed out, the act authorized the General Counsel to perform, in addition to certain specified duties, any "other duties which the Board may prescribe" (sec. 3 (d)) and the Board may therefore assign to the General Counsel nonjudicial functions which the act specifically confers on the Board. Moreover, the court continued, the power to petition for interlocutory relief, which must be exercised before the final adjudication of the controversy by the Board, is essentially of a prosecutive nature, and its assignment to the General Counsel is therefore in harmony with the congressional intent to segregate the adjudicating and prosecuting functions of the agency. The court also observed that the Board's delegation, in its Rules and Regulations, to the regional directors of the power to seek interlocutory relief [7] is in fact a delegation of such authority to the General Counsel by reason of the fact that the regional directors are under the supervision of the General Counsel. In view of the General Counsel's statutory supervision over all personnel in the regional offices (sec. 3 (d)), delegation to the regional director was tantamount to delegation to the General Counsel, the court stated.

The court's conclusions in the *Evans* case were followed by the court in *Madden* v. *United Mine Workers* (79 F. Supp. 616 (D. C., D. C.)).

E. Types of conduct enjoined in proceedings under section 10 (j) and (l)

1. *Conduct defined in section 8 (b) (4) of the amended act*

Sperry v. *United Brotherhood of Carpenters* (January 8, 1948 (D. C., Kan.), 21 L. R. R. M. 2244, *supra*, p. 89).—The union in this case was enjoined from seeking to compel a construction firm to discontinue the purchase of prefabricated houses from a manufacturer with whom the union had a dispute. Specifically, the union was ordered to refrain from inducing employees of the contractor, or of any em-

[7] Rules and Regulations, Series 5, sec. 202-35.

ployer, to cease work by picketing, by the use of "we do not patronize" lists or by any other conduct. The General Counsel's representative had alleged that the union, in order to achieve its objective, had placed the construction firm's name on such a list to be circulated among its affiliates in the Building Trades Council.

Cranefield v. *Bricklayers Union* (78 F. Supp. 611 (D. C., Mich.), *supra*, pp. 87, 89).—The object of the conduct enjoined in this case was to compel subcontractors in the building trades to refrain from doing business with a general contractor with whom the respondent union had a dispute. The specific acts complained of included (1) the union's circulation of an "unfair" list containing the general contractor's name and of a "fair" list of employers omitting the contractor's name [8] for the purpose of inducing employees of subcontractors to refuse to perform work in connection with construction projects of the general contractor, (2) the union's direction that its members cease work undertaken by a subcontractor on a project of the general contractor, and (3) the union's disciplinary action against its members who had engaged in such work.

Barker v. *Local 1796, United Brotherhood of Carpenters* (February 17, 1948 (D. C., Ala.), 21 L. R. R. M. 2406, *supra*, pp. 85–86, 89–90).—The union in this case was charged with endeavoring to force the operator of a department store to withdraw its business from a building contractor whom it had engaged to make alterations and with whom the union had a dispute. The union was enjoined from seeking to accomplish this purpose by causing employees of the store to go, and remain, on strike, and by disciplining disobedient members.

LeBaron v. *Printing Specialties Union* (75 F. Supp. 678 (D. C., Cal.), *supra*, pp. 84, 85–86, 87).—The court's order of February 16, 1948 (unreported) was directed against the union's attempt to induce the employees of certain trucking and wharfinger concerns to support a strike against an employer with whom the union had a dispute, by refusing to transport or handle the products of that employer. The union had been charged with picketing trucks and freight cars and thereby effectively causing drivers and loaders to refrain from handling products of the struck firm.

Douds v. *Local 294, International Brotherhood of Teamsters* (75 F. Supp. 414 (D. C., N. Y.), *supra*, pp. 85–87, 88, 89).—The union in this case was enjoined from compelling a trucking firm to discontinue the lease of its equipment to another transportation company which had permitted the operation of the equipment by nonunion employees. The union had been specifically charged with attempting to enforce its demand by calling a strike against the trucking company and by inducing the employees of other employers to refuse to handle and transport goods which had been, or were to be, handled by the struck employer.

Douds v. *Local 294, International Brotherhood of Teamsters* (January 2, 1948 (D. C., N. Y.), *supra*, p. 88).—Here the union involved in the preceding case was charged with causing drivers of transportation equipment, who served but were not employees of the charging party, to refuse to handle the charging party's incoming and outgoing merchandise. However, in view of the broad injunction issued in the

[8] While these lists had been prepared and published prior to the effective date of the amended act, it was shown that effect was currently being given to them.

preceding case, the court found it unnecessary to issue an additional injunction in this case. (See *supra*, p. 89.)

Douds v. *International Longshoremen's Association* (October 2, 1947 (D. C., N. Y.), *supra*, pp. 88–89).—The court's temporary restraining order in this case enjoined the longshoremen's union from attempting to enforce a demand that truck trailers be transported from Albany, N. Y., to New York City, by water route instead of "over-the-road" with the employment of drivers affiliated with a teamsters' union. The Longshoremen's union had been charged with seeking to accomplish its objective by inducing all of its members who were employed by concerns using the facilities of the port of Albany to go on strike, regardless of whether or not their employers were connected with the dispute involved.[9]

2. *Conduct defined in other sections of the amended act that has been subject to preliminary injunctive relief*

In those cases in which applications for injunctive relief under section 10 (j) of the amended act were made, complaints had issued charging the respective respondents with various unfair labor practices.

In *Bowen* v. *General Motors Corp.* (June 1, 1948 (D. C., N. Y., Civ. No. 44–674), *supra*, p. 89), the company was enjoined from unilaterally putting into effect an insurance plan prior to negotiation thereon with the union. The bargaining rights of the company's more than 200,000 employees represented by the union were affected by the company's alleged unfair labor practices.

In *Madden* v. *United Mine Workers* (79 F. Supp. 616 (D. C., D. C.), *supra*, p. 84, 85, 89, 90), the basis of the court's injunction was the union's refusal to bargain with certain coal operators through their designated representative. This conduct, the Board's complaint alleged, was violative of section 8 (b) (1) (B), which prohibits coercion of an employer in the selection of his bargaining representative, and of section 8 (b) (3), which makes it unlawful for the statutory representative of employees to refuse to bargain collectively. Approximately a third of the Nation's bituminous coal production was affected by the union's alleged unfair labor practices.

In *Evans* v. *International Typographical Union* (76 F. Supp. 881, *supra*, pp. 84–85, 87, 89, 90), the court enjoined the union from carrying out its policy to maintain closed-shop conditions in the composing rooms of newspaper publishers by refusing to enter into customary collective bargaining agreements, by unilaterally imposing conditions of employment on employers, and by other means. This conduct was alleged to violate section 8 (b) (1) (A) and (2). The Nation's entire newspaper publishing industry was affected by the union's alleged unfair labor practices.

[9] Consent orders enjoining alleged secondary boycotts were entered in *LeBus* v. *International Brotherhood of Teamsters* (February 17, 1948 (D. C., La., Civ. No. 2328)); and *Douds* v. *International Brotherhood of Electrical Workers* (June 29, 1948 (D. C., N. Y., Civ. No. 46–366)). The order in the first case enjoined the picketing of railroad yards by the Teamsters' union for the purpose of inducing railway employees not to handle the products of certain rice mills with whom the Teamsters had a dispute. In the second case, the respondent union was enjoined from picketing a construction project to induce the employees of subcontractors to refuse to work on the project for the purpose of forcing the general contractor to cease doing business with a nonunion electrical subcontractor.

F. Cases in which application for injunctive relief was denied

In four of the cases instituted in the district courts during the past year the relief requested was denied. In one of these cases in which relief was requested pursuant to section 10 (l), the court was of the opinion that the acts complained of had been committed prior to the effective date of the amended act and that, in any event, the conduct complained of had ceased and no longer required restraint (*Styles* v. *Local 74, United Brotherhood of Carpenters, supra,* pp. 87).

In *Sperry* v. *Denver Building Council* (77 F. Supp. 321 (D. C., Colo.)), the court's denial of an injunction under section 10 (l) was predicated primarily upon the court's view that the labor dispute between unions and a contractor engaged in local construction projects would only have an indirect effect upon interstate commerce and that the court was therefore without jurisdiction in the case. In viewing the facts, the court pointed out that the acts complained of had ceased and that the listing of certain employers on a blacklist at union headquarters was protected by section 8 (c) of the amended act since there was no evidence of any accompanying threats or acts of reprisal.

In *Douds* v. *Metropolitan Federation of Architects* (75 F. Supp. 672 D. C., N. Y.)), the denial of application for an injunction under section 10 (l) to restrain a secondary boycott turned on the court's conclusion that the secondary employers were not "doing business" with the primary employer within the meaning of section 8 (b) (4) (A) of the amended act. The primary employer was engaged in supplying engineering services and it was his practice at times to subcontract some of his work to the secondary employers. The arrangements between the employers were such that the primary employer retained substantial control over the payment, direction, and supervision of the subcontractors' employees. Moreover, the strike at the primary employer's plant resulted directly in an increase of the work diverted to the subcontractors and in the working hours of their employees. Under these circumstances, the court held that the separate corporate entity of the employers was not "conclusive as to the neutrality or disinterestedness of the subcontractor[s] in the current labor dispute." Consequently, the court concluded, the union in subsequently encouraging a strike at the subcontractors' plants "was not extending its activity to a front remote from the immediate dispute but to one intimately and indeed inextricably united to it." The union's activity, in the court's opinion, was therefore not a secondary boycott enjoinable under section 10 (l) of the act. However, the court pointed out that its decision was not intended to sanction boycotts in all cases where the secondary employer was a subcontractor of the primary employer, regardless of the nature of the contractual relationship. The court further qualified its decision by intimating that it might have reached a different conclusion had there been no increase in the subcontracted work following the strike at the primary contractor's plant.

An application for temporary relief pursuant to section 10 (j) was denied in *Graham* v. *Boeing Airplane Co.* (June 19 and 22 (D. C., Wash.), 22 L. R. R. M. 2243). The complaint issued by the General Counsel in this case was based on a charge that the employer had refused to bargain with the statutory representative of its employees

regarding the renewal of a contract. The court, however, was of the opinion that a contract between the employer and the union was in effect at the time and that the employer was under no duty to bargain since the union, contrary to the requirements of section 8 (d) of the amended act, had gone on strike without giving the 60 days' notice to the employer of its intention to terminate the contract. The court further held that a strike notice given by the union prior to the effective date of the amended act could not serve to satisfy the statutory requirements of section 8 (d). The production of aircraft for the Nation's defense program and the bargaining rights of the company's approximately 14,000 maintenance and production employees represented by the union, were affected by the company's alleged unfair labor practices.

VI

FISCAL STATEMENT

The expenditures and obligations for fiscal year ended June 30, 1948, are as follows:

Salaries	$4, 153, 719
Travel	406, 796
Transportation of things	20, 629
Communication services	145, 362
Penalty mail costs	14, 874
Rents and utility services	226, 088
Printing and binding	174, 368
Other contractual services	180, 360
Supplies and materials	91, 594
Equipment	124, 717
Grand total obligations and expenditures for salaries and expenses	5, 538, 507

APPENDIX A

STATISTICAL TABLES COVERING THE FISCAL YEAR 1948

The following tables present the fully detailed statistical record of cases received and handled during the fiscal year 1948.

Table 1.—Number of cases received, closed, and pending, by identification of complainant or petitioner, fiscal year 1948

	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, 1947 [1]	5,058	2,014	2,297	576	143	28
Cases received July 1947–June 1948 [2]	36,735	23,438	5,212	5,193	1,985	907
Cases on docket July 1947–June 1948	41,793	25,452	7,509	5,769	2,128	935
Cases closed July 1947–June 1948	29,151	18,170	5,294	3,954	1,115	618
Cases pending June 30, 1948	12,642	7,282	2,215	1,815	1,013	317
	Unfair labor practice cases					
Cases pending July 1, 1947 [1]	2,443	852	1,244	204	143	----
Cases received July 1947–June 1948 [2]	3,598	990	415	239	1,518	436
Cases on docket July 1947–June 1948	6,041	1,842	1,659	443	1,661	436
Cases closed July 1947–June 1948	3,643	1,228	1,070	274	821	250
Cases pending June 30, 1948	2,398	614	589	169	840	186
	Representation cases					
Cases pending July 1, 1947 [1]	2,615	1,162	1,053	372	----	28
Cases received July 1947–June 1948 [2]	7,038	3,472	1,220	1,408	467	471
Cases on docket July 1947–June 1948	9,653	4,634	2,273	1,780	467	499
Cases closed July 1947–June 1948	6,817	3,251	1,729	1,175	294	368
Cases pending June 30, 1948	2,836	1,383	544	605	173	131
	Union-shop authorization cases					
Cases pending July 1, 1947 [3]	----	----	----	----	----	----
Cases received July 1947–June 1948 [2]	26,099	18,976	3,577	3,546	----	----
Cases on docket July 1947–June 1948	26,099	18,976	3,577	3,546	----	----
Cases closed July 1947–June 1948	18,691	13,691	2,495	2,505	----	----
Cases pending June 30, 1948	7,408	5,285	1,082	1,041	----	----

[1] Cases filed under the National Labor Relations Act.
[2] Cases filed after Aug. 22, 1947, were filed under the Labor Management Relations Act.
[3] No union-shop authorization cases were filed prior to Aug. 22, 1947.

Table 1A.—Number of unfair labor practice cases received, closed, and pending, by identification of complainant, Aug. 22, 1947–June 30, 1948 [1]

	Total	Number of cases				
		Identification of complainant				
		A.F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	Individuals	Employers
	C cases [2]					
Cases pending Aug. 22, 1947	2,093	716	1,006	184	187	----------
Cases closed Aug. 22, 1947–June 30, 1948	1,402	477	658	144	123	----------
Cases pending June 30, 1948	691	239	348	40	64	----------
	CA cases [2]					
Cases received Aug. 22, 1947–June 30, 1948	2,553	852	348	194	1,159	----------
Cases closed Aug. 22, 1947–June 30, 1948	1,165	483	108	77	497	----------
Cases pending June 30, 1948	1,388	369	240	117	662	----------
	CB cases [2]					
Cases received Aug. 22, 1947–June 30, 1948	438	15	3	16	234	170
Cases closed Aug. 22, 1947–June 30, 1948	221	9	2	6	123	81
Cases pending June 30, 1948	217	6	1	10	111	89
	CC cases [2]					
Cases received Aug. 22, 1947–June 30, 1948	243	2	0	1	23	217
Cases closed Aug. 22, 1947–June 30, 1948	160	2	0	1	21	136
Cases pending June 30, 1948	83	0	0	0	2	81
	CD cases [2]					
Cases received Aug. 22, 1947–June 30, 1948	68	2	0	3	14	49
Cases closed Aug. 22, 1947–June 30, 1948	49	2	0	1	13	33
Cases pending June 30, 1948	19	0	0	2	1	16

[1] The time period used begins with the date the Labor Management Relations Act became effective.
[2] See appendix B, p. 123, for definitions of types of cases.

Table 1B.—Number of representation cases received, closed, and pending, by identification of petitioner, Aug. 22, 1947–June 30, 1948 [1]

	Total	Number of cases				
		Identification of petitioner				
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	Individuals	Employers
	R cases [2]					
Cases pending Aug. 22, 1947	1,840	843	729	242	----------	26
Cases closed Aug. 22, 1947–June 30, 1948	1,636	746	652	218	----------	20
Cases pending June 30, 1948	204	97	77	24	----------	6
	RC cases [2]					
Cases received Aug. 22, 1947–June 30, 1948	5,478	3,085	1,074	1,291	28	----------
Cases closed Aug. 22, 1947–June 30, 1948	3,142	1,805	590	730	17	----------
Cases pending June 30, 1948	2,336	1,280	484	561	11	----------
	RM cases [2]					
Cases received Aug. 22, 1947–June 30, 1948	459	----------	----------	----------	----------	459
Cases closed Aug. 22, 1947–June 30, 1948	334	----------	----------	----------	----------	334
Cases pending June 30, 1948	125	----------	----------	----------	----------	125
	RD cases [2]					
Cases received Aug. 22, 1947–June 30, 1948	458	4	0	12	439	3
Cases closed Aug. 22, 1947–June 30, 1948	287	3	0	4	277	3
Cases pending June 30, 1948	171	1	0	8	162	0

[1] The time period used begins with the date the Labor Management Relations Act became effective.
[2] See appendix B, p. 123, for definitions of types of cases.

Table 2.—Monthly distribution of cases received during the fiscal year 1948

Month [1]	Cases received						
	Number				Percent of total		
	All cases	Unfair labor practice cases	Representation cases	Union-shop authorization cases	Unfair labor practice cases	Representation cases	Union-shop authorization cases
Total	36,735	3,598	7,038	26,099	100.0	100.0	100.0
July	583	179	404	----------	5.0	5.7	----------
Aug. 1–Aug. 21	356	117	239	----------	3.2	3.4	----------
Aug. 22–Aug. 31	80	41	39	0	1.1	.6	0
September	541	368	163	10	10.2	2.3	(2)
October	967	442	384	141	12.3	5.5	.5
November	1,380	257	523	600	7.1	7.4	2.3
December	2,068	240	481	1,347	6.7	6.8	5.2
January	3,008	323	566	2,119	9.0	8.1	8.1
February	4,527	303	664	3,560	8.4	9.4	13.6
March	6,236	417	941	4,878	11.6	13.4	18.7
April	6,960	315	916	5,729	8.8	13.0	22.0
May	4,805	273	769	3,763	7.6	10.9	14.4
June	5,224	323	949	3,952	9.0	13.5	15.2

[1] Cases received July 1 to Aug. 21, 1947, were filed under the National Labor Relations Act. Cases received Aug. 22, 1947 to June 30, 1948, were filed under the Labor Management Relations Act, 1947.
[2] Less than 0.1 percent.

Table 3.—Types of unfair labor practices alleged in charges filed during the fiscal year 1948

A. CHARGES FILED AGAINST AN EMPLOYER UNDER SEC. 8 OF NLRA, JULY 1-AUG. 21, 1947

Unfair labor practices alleged	Number of cases showing specific allegations	Percent of total	Unfair labor practices alleged	Number of cases showing specific allegations	Percent of total
Subsections of Sec. 8 of NLRA			*Subsections of Sec. 8 of NLRA*—Continued		
Total	296	100.0	8 (1) (3) (5)	30	10.2
			8 (1) (2) (3) (4)	1	.3
8 (1)	24	8.1	8 (1) (2) (3) (5)	1	.3
8 (1) (2)	2	.7			
8 (1) (3)	177	59.8	*Recapitulation*		
8 (1) (4)	2	.7	8 (1)	296	100.0
8 (1) (5)	50	16.9	8 (2)	11	3.7
8 (1) (2) (3)	6	2.0	8 (3)	217	73.3
8 (1) (2) (5)	1	.3	8 (4)	5	1.7
8 (1) (3) (4)	2	.7	8 (5)	82	27.7

B. CHARGES FILED AGAINST AN EMPLOYER UNDER SEC. 8 (a) OF LMRA, AUG. 22, 1947-JUNE 30, 1948

Subsections of Sec. 8 (a) of LMRA			*Subsections of Sec. 8 (a) of LMRA*—Continued		
Total	2,553	100.0	8 (a) (1) (2) (3) (5)	67	2.6
			8 (a) (1) (3) (4) (5)	1	(1)
8 (a) (1)	234	9.2	8 (a) (1) (2) (3) (4) (5)	4	.2
8 (a) (1) (2)	41	1.6			
8 (a) (1) (3)	1,486	58.2	*Recapitulation*		
8 (a) (1) (4)	1	(1)			
8 (a) (1) (5)	441	17.3	8 (a) (1)	2,553	100.0
8 (a) (1) (2) (3)	67	2.6	8 (a) (2)	197	7.7
8 (a) (1) (2) (5)	15	.6	8 (a) (3)	1,821	71.3
8 (a) (1) (3) (4)	16	.6	8 (a) (4)	25	1.0
8 (a) (1) (3) (5)	177	7.0	8 (a) (5)	705	27.6
8 (a) (1) (2) (3) (4)	3	.1			

[1] Less than 0.1 percent.

C. CHARGES FILED AGAINST A UNION UNDER SEC. 8 (b) OF LMRA, AUG. 22, 1947-JUNE 30, 1948

Subsections of Sec. 8 (b) of LMRA			*Subsections of Sec. 8 (b) of LMRA*—Continued		
Total	749	100.0	8 (b) (4) (5)	2	0.3
			8 (b) (4) (6)	4	.5
8 (b) (1)	90	12.0	8 (b) (1) (2) (3)	38	5.1
8 (b) (2)	70	9.4	8 (b) (1) (2) (4)	27	3.6
8 (b) (3)	41	5.5	8 (b) (1) (2) (5)	1	.1
8 (b) (4)	184	24.6	8 (b) (1) (2) (6)	3	.4
8 (b) (5)	3	.4	8 (b) (1) (3) (6)	2	.3
8 (b) (6)	10	1.4	8 (b) (1) (4) (6)	1	.1
8 (b) (1) (2)	150	20.0	8 (b) (2) (3) (4)	1	.1
8 (b) (1) (3)	13	1.7	8 (b) (3) (4) (6)	1	.1
8 (b) (1) (4)	61	8.2	8 (b) (1) (2) (3) (4)	3	.4
8 (b) (1) (5)	1	.1	8 (b) (1) (2) (3) (6)	3	.4
8 (b) (1) (6)	1	.1	8 (b) (1) (2) (4) (6)	2	.3
8 (b) (2) (3)	10	1.4	8 (b) (1) (2) (4) (5) (6)	10	1.4
8 (b) (2) (4)	6	.8	8 (b) (2) (3) (4) (5)	1	.1
8 (b) (2) (5)	1	.1	8 (b) (1) (2) (3) (4) (5)	1	.1
8 (b) (3) (4)	3	.4	8 (b) (1) (2) (3) (4) (6)	4	.5
8 (b) (3) (6)	1	.1			

Table 3.—Types of unfair labor practices alleged in charges filed during the fiscal year 1948—Continued

C-1. RECAPITULATION OF CHARGES FILED UNDER SEC. 8 (b) OF LMRA, AUG. 22, 1947–JUNE 30, 1948

Unfair labor practices alleged	Number of cases showing specific allegations	Percent of total	Unfair labor practices alleged	Number of cases showing specific allegations	Percent of total
Subsections of Sec. 8 (b) of LMRA			*Subsections of Sec. 8 (b) of LMRA*—Continued		
8 (b) (1)	412	55.0	8 (b) (6)	43	5.7
8 (b) (2)	332	44.3	*Analysis of Sec. 8 (b) (1)*		
8 (b) (3)	122	16.3	8 (b) (1) (A)	382	51.0
8 (b) (4)	311	41.5	8 (b) (1) (B)	51	6.8
8 (b) (5)	21	2.8			

D. CHARGES FILED AGAINST A UNION UNDER SEC. 8 (b) (4) OF LMRA, AUG. 22, 1947–JUNE 30, 1948

Subsections of Sec. 8 (b) (4) of LMRA			*Subsections of Sec. 8 (b) (4) of LMRA*—Continued		
Total	311	100.0	8 (b) (4) (D) (C)	1	0.3
			8 (b) (4) (A) (B) (C)	13	4.2
8 (b) (4) (A)	162	52.1	*Recapitulation*		
8 (b) (4) (B)	13	4.2			
8 (b) (4) (C)	3	1.0	8 (b) (4) (A)	224	72.0
8 (b) (4) (D)	68	21.9	8 (b) (4) (B)	74	23.8
8 (b) (4) (A) (B)	46	14.8	8 (b) (4) (C)	20	6.4
8 (b) (4) (A) (C)	1	.3	8 (b) (4) (D)	71	22.8
8 (b) (4) (A) (D)	2	.6			
8 (b) (4) (B) (C)	2	.6			

Table 4.—Geographic distribution of unfair labor practice and representation cases, by type of case, received during the fiscal year 1948

Division and State [1]	All Cases	Unfair labor practice cases					Representation cases			
		NLRA O [2]	CA [2]	CB [2]	CC [2]	CD [2]	NLRA R [2]	RC [2]	RM [2]	RD [2]
New England	963	18	234	22	21	3	49	547	39	30
Maine	116	2	15	2	2	0	3	82	6	4
New Hampshire	49	2	4	0	3	1	2	35	0	2
Vermont	21	1	4	0	0	0	0	16	0	0
Massachusetts	549	8	176	12	12	2	30	269	25	15
Rhode Island	98	0	18	3	1	0	6	63	3	4
Connecticut	130	5	17	5	3	0	8	82	5	5
Middle Atlantic	2,103	48	526	141	77	19	92	979	123	98
New York	1,160	29	332	87	46	10	41	492	75	48
New Jersey	375	4	85	30	13	8	18	170	19	28
Pennsylvania	568	15	109	24	18	1	33	317	29	22
East North Central	2,121	57	473	83	27	16	139	1,158	78	90
Ohio	556	15	103	17	9	4	49	305	22	32
Indiana	279	7	43	9	7	6	28	161	10	8
Illinois	601	14	110	33	7	5	35	359	19	19
Michigan	475	13	96	21	2	1	21	279	16	26
Wisconsin	210	8	121	3	2	0	6	54	11	5

See footnotes at end of table.

Table 4.—Geographic distribution of unfair labor practice and representation cases, by type of case, received during the fiscal year 1948—Continued

Division and State [1]	All Cases	Unfair labor practice cases					Representation cases			
		NLRA C [2]	CA [2]	CB [2]	CC [2]	CD [2]	NLRA R [2]	RC [2]	RM [2]	RD [2]
West North Central	927	28	144	16	7	4	42	612	40	34
Iowa	67	4	12	5	0	0	5	36	2	3
Minnesota	164	3	24	6	3	3	2	97	16	10
Missouri	537	17	86	4	2	0	20	380	12	16
North Dakota	12	0	2	0	0	0	1	7	2	0
South Dakota	12	0	1	0	0	0	1	4	5	1
Nebraska	37	0	9	0	0	0	5	20	1	2
Kansas	98	4	10	1	2	1	8	68	2	2
South Atlantic	1,061	33	366	32	15	1	78	463	31	42
Delaware	10	1	1	0	0	0	2	6	0	0
Maryland	148	2	48	6	5	0	6	68	8	5
District of Columbia	44	0	11	4	0	1	2	23	3	0
Virginia	152	5	43	2	0	0	19	70	3	10
West Virginia	147	5	63	12	7	0	6	45	7	2
North Carolina	171	8	47	2	1	0	17	82	5	9
South Carolina	56	0	22	1	0	0	5	25	0	3
Georgia	239	11	100	4	2	0	13	95	4	10
Florida	94	1	31	1	0	0	8	49	1	3
East South Central	556	14	172	9	13	1	38	257	25	27
Kentucky	113	2	22	5	3	0	8	58	8	7
Tennessee	226	7	77	3	3	0	15	104	6	11
Alabama	172	4	63	1	6	1	12	68	10	7
Mississippi	45	1	10	0	1	0	3	27	1	2
West South Central	619	21	135	13	10	0	59	330	12	39
Arkansas	78	2	21	0	0	0	5	45	3	2
Louisiana	137	6	28	9	5	0	7	76	2	4
Oklahoma	82	0	18	3	3	0	4	47	3	4
Texas	322	13	68	1	2	0	43	162	4	29
Mountain	380	15	55	6	8	5	27	236	14	14
Montana	25	2	6	3	0	1	2	9	0	2
Idaho	35	3	8	0	2	0	2	15	4	1
Wyoming	15	0	1	0	0	1	1	11	1	0
Colorado	133	7	20	1	3	0	7	83	3	9
New Mexico	66	1	5	1	1	3	11	42	2	0
Arizona	57	2	11	1	0	0	4	35	2	2
Utah	35	0	3	0	2	0	0	30	0	0
Nevada	14	0	1	0	0	0	0	11	2	0
Pacific	1,719	60	364	108	62	16	110	833	93	73
Washington	229	3	60	8	5	1	9	122	10	11
Oregon	197	3	28	3	0	0	19	120	15	9
California	1,293	54	276	97	57	15	82	591	68	53
Outlying areas	182	2	84	7	1	1	9	63	4	11
Alaska	54	0	47	1	0	1	0	5	0	0
Hawaii	51	2	13	1	0	0	8	16	1	10
Puerto Rico	77	0	24	5	1	0	1	42	3	1
Nation-wide	5	0	0	1	2	2	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.

[2] See appendix B, p. 123, for definition of types of cases.

Table 5.—Industrial distribution of unfair labor practice and representation cases received during the fiscal year 1948

Industrial Group [1]	All cases	Unfair labor practice cases					Representation cases			
		NLRA C [2]	CA [2]	CB [2]	CC [2]	CD [2]	NLRA R [2]	RC [2]	RM [2]	RD [2]
Total	10,636	296	2,553	438	243	68	643	5,478	459	458
Manufacturing	6,996	224	1,725	209	87	14	463	3,674	288	312
Food and kindred products	1,072	33	304	37	27	5	60	491	61	54
Tobacco manufacturers	17	1	2	1	0	0	0	11	2	0
Textile-mill products	416	11	152	10	2	0	36	161	19	25
Apparel and other finished products made from fabrics and similar materials	325	9	126	38	18	0	14	84	22	14
Lumber and wood products	443	12	91	11	7	2	46	240	22	12
Furniture and fixtures	234	18	46	5	2	0	18	134	4	7
Paper and allied products	235	4	41	3	4	1	23	148	5	6
Printing, publishing, and allied industries	268	8	52	23	8	3	14	141	9	10
Chemicals and allied products	350	7	57	6	0	1	29	224	13	13
Products of petroleum and coal	135	0	17	5	0	0	6	94	4	9
Rubber products	70	2	15	2	0	0	7	40	0	4
Leather and leather products	160	4	32	4	1	0	7	99	8	5
Stone, clay, and glass products	282	7	67	7	3	1	22	151	9	15
Primary metal industries	367	7	110	8	2	0	16	184	14	26
Fabricated metal products (except machinery and transportation equipment)	537	27	97	11	1	0	40	319	22	20
Machinery (except electrical)	868	35	206	9	4	0	54	486	33	41
Electrical machinery, equipment and supplies	357	7	74	16	5	0	21	210	13	11
Transportation equipment	500	26	146	8	1	1	31	253	10	24
Aircraft and parts	137	2	83	0	0	0	5	38	1	8
Ship and boat building and repairing	84	6	14	4	0	1	9	39	3	8
Automotive and other transportation equipment	279	18	49	4	1	0	17	176	6	8
Professional, scientific, and controlling instruments	94	2	9	1	0	0	7	65	3	7
Miscellaneous manufacturing	266	4	81	4	2	0	12	139	15	9
Agriculture, forestry, and fisheries	14	0	4	0	1	0	1	8	0	0
Mining	213	7	28	16	10	0	28	104	12	8
Metal mining	45	1	2	1	0	0	1	39	0	1
Coal mining	43	3	3	15	9	0	4	2	6	1
Crude petroleum and natural gas production	49	2	10	0	0	0	11	20	2	4
Nonmetallic mining and quarrying	76	1	13	0	1	0	12	43	4	2
Construction	341	4	50	47	45	28	3	151	11	2
Wholesale trade	657	12	138	11	19	1	26	358	49	43
Retail trade	635	7	111	59	21	3	28	342	43	21
Finance, insurance, and real estate	174	0	79	4	0	0	4	80	6	1
Transportation, communication, and other public utilities	1,133	27	287	65	40	8	76	545	31	54
Highway passenger transportation	115	4	35	7	3	1	3	51	6	5
Highway freight transportation	304	9	123	11	23	3	9	104	9	13
Water transportation	139	1	20	24	5	0	34	53	0	2
Warehousing and storage	146	2	31	9	4	2	5	73	9	11
Other transportation	54	2	12	4	0	0	1	29	1	5
Communication	245	5	45	9	4	0	16	152	5	9
Heat, light, power, water, and sanitary services	130	4	21	1	1	2	8	83	1	9
Services	473	15	131	27	20	14	14	216	19	17

[1] Source: Standard Industrial Classification, Division of Statistical Standards, U. S. Bureau of the Budget, Washington, 1942, 1945.

[2] See appendix B, p. 123, for definitions of types of cases.

Table 6.—Regional distribution of cases received during the fiscal year 1948

Location of regional office	All cases	Unfair labor practice cases			Representation cases			Union authorization cases
		Total, C[1]	NLRA, C[1]	LMRA, C[1]	Total, R[1]	NLRA, R[1]	LMRA, R[1]	
Total	36,735	3,598	296	3,302	7,038	643	6,395	26,099
Boston	3,039	286	17	269	638	48	590	2,115
New York	5,190	525	30	495	689	49	640	3,976
Buffalo	968	85	3	82	169	5	164	714
Philadelphia	1,510	139	8	131	264	29	235	1,107
Baltimore and subregions	1,301	219	14	205	385	47	338	697
Baltimore	916	131	6	125	224	29	195	561
Winston-Salem	174	58	8	50	114	17	97	2
Santurce, P. R.	211	30	0	30	47	1	46	134
Pittsburgh	1,056	133	10	123	221	14	207	702
Detroit	1,895	131	14	117	333	21	312	1,431
Cleveland	1,565	99	10	89	255	33	222	1,211
Cincinnati and subregion	1,866	164	16	148	406	45	361	1,296
Cincinnati	1,223	109	10	99	280	27	253	834
Indianapolis	643	55	6	49	126	18	108	462
Atlanta	790	304	20	284	376	39	337	110
Chicago and subregion	2,783	272	19	253	420	41	379	2,091
Chicago	2,106	142	12	130	368	38	330	1,596
Milwaukee	677	130	7	123	52	3	49	495
St. Louis	2,601	125	14	111	414	23	391	2,062
New Orleans and subregion	667	118	12	106	248	28	220	301
New Orleans	541	80	8	72	168	17	151	293
Memphis	126	38	4	34	80	11	69	8
Fort Worth and subregion	743	119	14	105	351	58	293	273
Fort Worth	645	103	13	90	290	47	243	252
El Paso	98	16	1	15	61	11	50	21
Kansas City and subregion	1,975	90	18	72	376	25	351	1,509
Kansas City	1,403	57	11	46	262	17	245	1,084
Denver	572	33	7	26	114	8	106	425
Minneapolis	1,458	69	8	61	223	12	211	1,166
Seattle and subregion	2,821	187	11	176	359	32	327	2,275
Seattle	1,568	152	8	144	190	13	177	1,226
Portland	1,253	35	3	32	169	19	150	1,049
San Francisco	1,863	181	29	152	319	34	285	1,363
Los Angeles and subregion	2,644	352	29	323	592	60	532	1,700
Los Angeles	2,577	336	27	309	557	52	505	1,684
Honolulu	67	16	2	14	35	8	27	16

[1] See appendix B, p. 123, for definitions of types of cases.

Table 7.—Disposition of unfair labor practice cases closed, by stage and method, during the fiscal year 1948

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	3,643	100.0	2,048	100.0	1,165	100.0	430	100.0
Before formal action, total	3,382	92.8	1,799	87.8	1,162	99.7	421	97.9
Adjusted	559	15.3	192	9.4	297	25.5	70	16.3
Withdrawn	1,651	45.3	895	43.7	527	45.2	229	53.2
Dismissed	1,165	32.0	711	34.7	335	28.7	119	27.7
Closed otherwise	7	.2	1	(2)	3	.3	3	.7
After formal action, total	261	7.2	249	12.2	3	.3	9	2.1
Before hearing	34	1.0	24	1.2	3	.3	7	1.6
Adjusted	17	.5	14	.7	2	.2	1	.2
Withdrawn	13	.4	7	.3	0	.0	6	1.4
Dismissed	4	.1	3	.2	1	.1	0	.0
After hearing	32	.9	30	1.4	0	.0	2	.5
Adjusted	5	.1	5	.2	0	.0	0	.0
Compliance with intermediate report	12	.4	12	.6	0	.0	0	.0
Withdrawn	10	.3	8	.4	0	.0	2	.5
Dismissed	5	.1	5	.2	0	.0	0	.0
After Board decision	105	2.9	105	5.2	0	.0	0	.0
Compliance	55	1.5	55	2.7	0	.0	0	.0
Dismissed	43	1.2	43	2.1	0	.0	0	.0
Otherwise	7	.2	7	.4	0	.0	0	.0
After court action	90	2.4	90	4.4	0	.0	0	.0
Compliance with consent decree	29	.8	29	1.4	0	.0	0	.0
Compliance with court order	46	1.3	46	2.2	0	.0	0	.0
Dismissed	9	.2	9	.5	0	.0	0	.0
Closed otherwise	6	.1	6	.3	0	.0	0	.0

[1] See appendix B, p. 123, for definitions of types of cases.
[2] Less than 0.1 percent.

Table 8.—Disposition of representation cases closed, by stage and method, during the fiscal year 1948

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	6,817	100.0	3,054	100.0	3,142	100.0	334	100.0	287	100.0
Before formal action; total	5,613	82.3	2,172	71.1	2,898	92.2	316	94.6	227	79.1
Adjusted	2,833	41.6	802	26.3	1,885	60.0	98	29.4	48	16.7
Consent election	2,086	30.6	590	19.3	1,379	43.9	71	21.3	46	16.0
Stipulated election	594	8.7	107	3.5	466	14.8	19	5.7	2	.7
Regional director directed election	60	.9	60	2.0						
Recognition	93	1.4	45	1.5	40	1.3	8	2.4		
Withdrawn	1,887	27.6	827	27.1	820	26.1	120	35.9	120	41.8
Dismissed	887	13.0	541	17.7	191	6.1	97	29.0	58	20.2
Otherwise	6	.1	2	(2)	2	(2)	1	.3	1	.4
After formal action, total	1,204	17.7	882	28.9	244	7.8	18	5.4	60	20.9
Before hearing	158	2.3	70	2.3	69	2.2	6	1.8	13	4.5
Adjusted	90	1.3	35	1.1	43	1.4	3	.9	9	3.1
Consent election	56	.8	14	.4	32	1.0	2	.6	8	2.7
Stipulated election	23	.3	10	.3	11	.4	1	.3	1	.4
Regional director directed election	11	.2	11	.4						
Withdrawn	58	.9	29	1.0	25	.8	3	.9	1	.4
Dismissed	10	.1	6	.2	1	(2)	0	.0	3	1.0
After hearing	281	4.1	215	7.0	49	1.6	3	.9	14	4.9
Adjusted	78	1.1	41	1.3	26	.9	0	.0	11	3.8
Consent election	47	.7	22	.7	14	.5	0	.0	11	3.8
Stipulated election	21	.3	9	.3	12	.4	0	.0	0	.0
Regional director directed election	10	.1	10	.3						
Withdrawn	56	.8	30	1.0	23	.7	3	.9	0	.0
Dismissed	147	2.2	144	4.7	0	.0	0	.0	3	1.1
After Board decision	765	11.3	597	19.6	126	4.0	9	2.7	33	11.5
Certified	369	5.4	292	9.6	72	2.3	2	.6	3	1.1
After Board ordered election	318	4.7	241	7.9	72	2.3	2	.6	3	1.1
After regional director directed election	51	.7	51	1.7						
Dismissed	325	4.8	258	8.5	46	1.4	6	1.8	15	5.2
Without election	140	2.1	99	3.3	23	.7	3	.9	15	5.2
After Board ordered election	169	2.5	143	4.7	23	.7	3	.9		
After regional director directed election	16	.2	16	.5						
Withdrawn	60	.9	47	1.5	8	.3	1	.3	4	1.4
Decertified	11	.2							11	3.8

[1] See appendix B, p. 123, for definitions of types of cases.

[2] Less than 0.1 percent.

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Table 9.—Disposition of union-shop authorization cases closed, by stage and method, during the fiscal year 1948

Stage and method	Number of cases	Percent of cases closed
Total number of cases closed	18,691	100.0
Before formal action, total	18,684	100.0
Adjusted	16,649	89.1
Consent election—authorized	15,732	84.2
Consent election—not authorized	285	1.5
Stipulated election—authorized	59	.3
Stipulated election—not authorized	0	.0
Regional director directed election—authorized	564	3.0
Regional director directed election—not authorized	9	.1
Withdrawn	1,878	10.0
Dismissed	148	.8
Otherwise	9	.1
After formal action, total	7	[1]
Adjusted—consent election—authorized	2	[1]
Decision and authorization after regional director directed election	4	[1]
Dismissed by Board without election	1	[1]

[1] Less than 0.1 percent.

Table 10.—Remedial action taken in unfair labor practice cases during the fiscal year 1948, by identification of complainant

A. CASES FILED UNDER SEC. 8 OF NLRA

	Total	Identification of complainant			
		A. F. of L. affiliates	CIO affiliates	Unaffiliated unions	Individuals
	Cases				
Notice posted	250	81	118	31	20
Company union disestablished	23	2	19	1	1
Workers placed on preferential hiring list	17	5	10	2	0
Collective bargaining begun	67	30	29	8	0
	Workers				
Workers reinstated to remedy discriminatory discharge	833	276	416	116	25
Strikers reinstated	169	0	169	0	0
Workers receiving back pay	1,051	308	671	50	22
Back pay awards	$401,370	$96,160	$273,050	$16,320	$15,840

B. CASES FILED UNDER SEC. 8 (a) OF LMRA

	Cases				
Notice posted	122	42	7	18	55
Company union disestablished	14	1	2	11	0
Workers placed on preferential hiring list	33	8	1	12	12
Collective bargaining begun	106	90	7	9	0
	Workers				
Workers reinstated to remedy discriminatory discharge	148	81	9	4	54
Strikers reinstated	0	0	0	0	0
Workers receiving back pay	145	59	4	9	73
Back pay awards	$26,260	$6,000	$540	$920	$18,800

Table 11.—Remedial action taken in cases involving sec. 8 (b) of LMRA, during the fiscal year 1948

Types of remedy	Number
Strike settled	21
Collective bargaining begun	23
Notice posted	12
Work jurisdiction settled	6
Picketing or boycott ended	4
Featherbedding stopped	2
Employer removed from union's black list	2
Union membership granted	1
Workers reinstated to remedy discriminatory discharge	20
Amount of back pay awards	$3,480

Types of allegations in cases involving sec. 8 (b) of LMRA in which remedial action was taken during the fiscal year 1948	Number of cases
8 (b) (1)	22
8 (b) (2)	13
8 (b) (3)	14
8 (b) (4)	36
8 (b) (5)	3
8 (b) (6)	2

Table 12.—Formal actions taken during the fiscal year 1948

	All cases		Unfair labor practice cases						Representation cases				Union authorization cases	
			N. L. R. A. C cases [1]		L. M. R. A. CA cases [1]		Other C cases [1]		N. L. R. A. R cases [1]		L. M. R. A. R cases [1]			
	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	305	207	104	93	139	86	62	42						
Notices of hearing issued	1,405	1,217					4	4	362	307	1,029	911	10	9
Cases heard	1,344	1,138	66	63	72	32	40	28	356	314	803	714	7	7
Intermediate reports issued	129	113	88	83	16	14	25	17						
Decisions issued	2,054	1,947	181	169	8	7	0	0	594	544	773	765	498	498
Decisions and orders	166	[3] 146	164	144	2	2	0	0						
Decisions and consent orders	23	20	17	15	6	5	0	0						
Elections directed	560	508							[4] 332	[4] 292	225	221	3	3
Certifications and dismissals after stipulated elections	687	677							116	115	512	511	59	59
Dismissals on record	116	98							80	75	36	33		
Certification after prehearing elections and stipulations	13	12							13	12				
Certifications and dismissals on record after prehearing elections	52	49							52	49				
Certifications after regional director directed elections	433	433											433	433
Decisions on appeals [5]	4	4	0	0	0	0	0	0	1	1	0	0	3	3

[1] See appendix B, p. 123, for definitions 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 it is counted once under both types of cases and once in the total.
[3] Includes 8 cases decided by adoption of intermediate report in absence of exceptions.
[4] Includes 6 prehearing election cases in which the Board directed the opening and counting of challenged ballots.
[5] Does not include cases in which Board made rulings by informal notification to parties rather than by formal Board decision.

Table 13.—Types of elections conducted during the fiscal year 1948

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	21,277	100.0	19,367	91.0	720	3.4	722	3.4	468	2.2
Eligible voters, total	2,245,734	100.0	1,877,674	83.6	125,566	5.6	130,667	5.8	111,827	5.0
Valid votes, total	1,971,087	100.0	1,661,806	84.3	105,997	5.4	107,899	5.5	95,385	4.8
NLRA R cases,[3] total	[4] 885	100.0	479	54.1	81	9.2	11	1.2	314	35.5
Eligible voters	145,506	100.0	63,295	43.5	9,624	6.6	1,535	1.1	71,052	48.8
Valid votes	124,365	100.0	53,436	43.0	8,599	6.9	1,347	1.1	60,983	49.0
RC cases,[3] total	2,243	100.0	1,566	69.8	551	24.6	-----	-----	126	5.6
Eligible voters	228,634	100.0	107,562	47.0	82,942	36.3	-----	-----	38,130	16.7
Valid votes	200,706	100.0	96,411	48.0	72,003	35.9	-----	-----	32,292	16.1
RM cases,[3] total	94	100.0	74	78.7	15	16.0	-----	-----	5	5.3
Eligible voters	10,425	100.0	4,971	47.7	5,127	49.2	-----	-----	327	3.1
Valid votes	8,829	100.0	4,389	49.7	4,181	47.4	-----	-----	259	2.9
RD cases,[3] total	97	100.0	71	73.2	4	4.1	-----	-----	22	22.7
Eligible voters	8,836	100.0	5,329	60.3	1,190	13.5	-----	-----	2,317	26.2
Valid votes	7,857	100.0	4,876	62.1	1,131	14.4	-----	-----	1,850	23.5
UA cases,[3] total	17,958	100.0	17,177	95.6	69	.4	711	4.0	1	([5])
Eligible voters	1,852,333	100.0	1,696,517	91.6	26,683	1.4	129,132	7.0	1	([5])
Valid votes	1,629,330	100.0	1,502,694	92.2	20,083	1.2	106,552	6.6	1	([5])

[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, p. 123, for definitions of types of cases.
[4] Includes 10 consent cross checks held prior to Aug. 22, 1947.
[5] Less than 0.1 percent.

Table 14.—Number of collective bargaining elections and number of votes cast for participating unions during the fiscal year 1948

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	3,222	1,188	36.9	532	16.5	617	19.1	885	384,565	86.8	333,900	93,018	27.9	96,136	28.8	67,781	20.3	76,965
A. F. of L. affiliates	1,507	1,018	67.6	------	------	------	------	489	91,700	87.7	80,463	47,039	58.5	------	------	------	------	33,424
C. I. O. affiliates	590	------	------	407	69.0	------	------	183	70,887	88.3	62,621	------	------	39,656	63.3	------	------	22,965
Unaffiliated unions	[1] 673	------	------	------	------	511	75.9	162	50,214	87.2	43,787	------	------	------	------	30,680	70.1	13,107
A. F. of L. affiliates-C. I. O. affiliates	[2] 198	93	47.0	81	40.9	------	------	24	91,046	85.8	78,143	35,318	45.2	38,219	48.9	------	------	4,606
A. F. of L. affiliates-unaffiliated unions	[3] 103	40	38.8	------	------	57	55.3	6	25,452	85.2	21,685	7,546	34.8	------	------	13,525	62.4	614
A. F. of L. affiliates-A. F. of L. affiliates	36	33	91.7	------	------	------	------	3	2,780	88.3	2,456	2,202	89.7	------	------	------	------	254
C. I. O. affiliates-unaffiliated unions	[4] 76	------	------	35	46.1	29	38.2	12	38,546	88.6	34,165	------	------	15,893	46.5	16,697	48.9	1,575
C. I. O. affiliates-C. I. O. affiliates	6	------	------	6	100.0	------	------	0	2,443	89.4	2,183	------	------	2,133	97.7	------	------	50
Unaffiliated-unaffiliated	18	------	------	------	------	14	77.8	4	9,095	69.1	6,289	------	------	------	------	5,933	94.3	356
A. F. of L.-C. I. O.-unaffiliated unions	[5] 15	4	26.7	3	20.0	6	40.0	2	2,402	87.8	2,108	913	43.3	235	11.1	946	44.9	14

[1] Includes 8 elections won by individuals, in which a total of 533 persons were eligible to vote, 481 cast valid votes, of which 465 were for and 16 were against unions.
[2] Includes 8 elections in which 2 A. F. of L. affiliates were on the ballot, 2 elections in which 2 C. I. O. affiliates were on the ballot; 1 election in which 2 A. F. of L. affiliates; and 2 C. I. O. affiliates were on the ballot.
[3] Includes 1 election in which 2 A. F. of L. affiliates were on the ballot; and 2 elections in which 2 unaffiliated unions were on the ballot.
[4] Includes 1 election in which 2 unaffiliated unions were on the ballot.
[5] Includes 1 election in which 2 A. F. of L. affiliates were on the ballot ;1 election in which 2 C. I. O. affiliates were on the ballot.

Table 15.—Number of decertification elections and number of votes cast for participating unions during the fiscal year 1948

Participating union	Number of elections	Elections won by—							Eligible voters		Total	Valid votes cast for—						
		A. F. of L. affiliates		C. I. O. affiliates		Unaffiliated unions		No union	Number	Percent casting valid votes		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	97	14	14.4	17	17.5	4	4.1	62	8,836	88.9	7,857	1,269	16.2	2,256	28.7	418	5.3	3,914
A. F. of L. affiliates	51	13	25.5	------	------	------	------	38	3,196	88.3	2,822	1,120	39.7	------	------	------	------	1,702
C. I. O affiliates	37	------	------	17	45.9	------	------	20	4,414	89.8	3,962	------	------	2,193	55.4	------	------	1,769
Unaffiliated unions	8	------	------	------	------	4	50.0	4	1,006	85.6	861	------	------	------	------	418	48.5	443
A. F. of L. affiliates–C. I. O. affiliates	1	1	100.0	0	0	------	------	0	220	96.4	212	149	70.3	63	29.7	------	------	0

Table 16.—Number of union authorization elections and number of votes cast for participating unions during the fiscal year 1948

Participating unions	Number of elections	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
		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	Number
Total	17,958	12,820	71.3	2,312	12.9	2,469	13.7	357	1,852,333	88.0	1,629,330	838,605	51.5	476,358	29.2	220,017	13.5	94,350
A. F. of L. affiliates	13,092	12,820	97.9	------	------	------	------	272	993,698	88.4	878,043	838,605	95.5	------	------	------	------	39,438
C. I. O. affiliates	2,338	------	------	2,312	98.9	------	------	26	576,409	87.6	504,928	------	------	476,358	94.3	------	------	28,570
Unaffiliated unions	2,528	------	------	------	------	2,469	97.7	59	282,226	87.3	246,359	------	------	------	------	220,017	89.3	26,342

Table 17.—Industrial distribution of collective bargaining elections, winner, eligible voters and valid votes cast, during the fiscal year 1948

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	3,222	100.0	1,188	36.9	532	16.5	617	19.1	885	27.5	384,565	100.0	333,900	100.0
Manufacturing	2,341	72.7	809	34.6	467	19.9	450	19.2	615	26.3	305,335	79.4	266,728	79.9
Food and kindred products	285	8.9	148	52.0	30	10.5	30	10.5	77	27.0	21,807	5.7	18,596	5.6
Tobacco manufacturers	5	.2	2	40.0	0	.0	1	20.0	2	40.0	2,644	.7	2,023	.6
Textile mill products	120	3.8	23	19.2	60	50.0	5	4.1	32	26.7	40,381	10.5	34,629	10.4
Apparel and other finished products made from fabrics and similar materials	55	1.7	13	23.6	12	21.8	5	9.1	25	45.5	6,778	1.8	6,211	1.9
Lumber and wood products	170	5.3	53	31.2	64	37.6	3	1.8	50	29.4	14,932	3.9	12,643	3.8
Furniture and fixtures	104	3.2	58	55.8	13	12.5	3	2.9	30	28.8	10,734	2.8	9,524	2.9
Paper and allied products	88	2.7	40	45.4	12	13.6	7	8.0	29	33.0	11,364	2.9	10,259	3.1
Printing, publishing, and allied industries	105	3.3	58	55.2	13	12.4	15	14.3	19	18.1	2,384	.6	2,122	.6
Chemicals and allied products	146	4.5	64	43.8	38	26.0	17	11.7	27	18.5	13,674	3.5	12,355	3.7
Products of petroleum and coal	46	1.4	7	15.2	19	41.3	13	28.3	7	15.2	8,789	2.3	7,081	2.1
Rubber products	31	1.0	12	38.7	11	35.5	2	6.5	6	19.3	8,409	2.2	7,373	2.2
Leather and leather products	45	1.4	11	24.4	12	26.7	7	15.6	15	33.3	7,194	1.9	6,390	1.9
Stone, clay, and glass products	96	3.0	60	62.5	11	11.5	5	5.2	20	20.8	6,208	1.6	5,470	1.6
Primary metal industries	123	3.8	39	31.7	19	15.5	32	26.0	33	26.8	16,967	4.4	15,096	4.5
Fabricated metal products (except machinery and transportation equipment)	204	6.3	66	32.4	29	14.2	58	28.4	51	25.0	18,000	4.7	16,049	4.8
Machinery (except electrical)	345	10.7	60	17.4	44	12.7	161	46.7	80	23.2	50,007	13.0	43,946	13.2
Electrical machinery, equipment and supplies	126	3.9	34	27.0	18	14.3	34	27.0	40	31.7	24,385	6.3	21,133	6.3
Transportation equipment	125	3.9	21	16.8	40	32.0	31	24.8	33	26.4	29,487	7.7	25,851	7.7
Aircraft and parts	25	.8	3	12.0	5	20.0	8	32.0	9	36.0	11,722	3.1	10,907	3.3
Ship and boat building and repairing	8	.2	2	25.0	1	12.5	1	12.5	4	50.0	543	.1	464	.1
Automotive and other transportation equipment	92	2.9	16	17.4	34	37.0	22	23.9	20	21.7	17,222	4.5	14,480	4.3
Professional, scientific, and controlling instruments	34	1.0	5	14.7	9	26.5	9	26.5	11	32.3	3,346	.9	2,928	.9
Miscellaneous manufacturing	88	2.7	35	39.8	13	14.8	12	13.6	28	31.8	7,845	2.0	7,049	2.1

Mining	51	1.6	12	23.5	15	29.4	8	15.7	16	31.4	4,637	1.2	4,200	1.2
Metal mining	14	.5	5	35.7	4	28.6	1	7.1	4	28.6	2,510	.7	2,283	.7
Coal mining	1	(2)	1	100.0	0	.0	0	.0	0	.0	19	(2)	19	(2)
Crude petroleum and natural gas production	16	.5	2	12.5	8	50.0	0	.0	6	37.5	1,132	.3	1,006	.3
Nonmetallic mining and quarrying	20	.6	4	20.0	3	15.0	7	35.0	6	30.0	976	.2	892	.2
Construction	17	.5	12	70.6	0	.0	3	17.6	2	11.8	510	.1	439	.1
Wholesale trade	232	7.2	108	46.6	18	7.7	33	14.2	73	31.5	5,562	1.4	5,062	1.5
Retail trade	165	5.1	77	46.7	4	2.4	14	8.5	70	42.4	18,891	4.9	15,993	4.8
Finance, insurance, and real estate	22	.7	4	18.2	1	4.5	5	22.7	12	54.6	2,112	.6	1,892	.6
Transportation, communication, and other public utilities	288	8.9	137	47.6	22	7.6	57	19.8	72	25.0	42,580	11.1	35,236	10.6
Highway passenger transportation	24	.8	12	50.0	0	.0	6	25.0	6	25.0	1,806	.5	1,571	.5
Highway freight transportation	46	1.4	17	37.0	2	4.3	12	26.1	15	32.6	773	.2	686	.2
Water transportation	27	.8	13	48.2	4	14.8	6	22.2	4	14.8	1,712	.5	1,426	.4
Warehousing and storage	43	1.3	21	48.8	7	16.3	4	9.3	11	25.6	1,533	.4	1,419	.4
Other transportation	13	.4	5	38.5	2	15.3	1	7.7	5	38.5	4,011	1.0	3,285	1.0
Communication	83	2.6	43	51.8	1	1.2	22	26.5	17	20.5	16,941	4.4	12,637	3.8
Heat, light, power, water, and sanitary services	52	1.6	26	50.0	6	11.5	6	11.5	14	27.0	15,804	4.1	14,212	4.3
Services	106	3.3	29	27.4	5	4.7	47	44.3	25	23.6	4,938	1.3	4,350	1.3

[1] Source: Standard Industrial Classification, Division of Statistical Standards, U. S. Bureau of the Budget, Washington, 1942, 1945.
[2] Less than 0.1 percent.

Table 18.—Industrial distribution of union-shop authorization elections, outcome, eligible voters and valid votes cast, during the fiscal year 1948

Industrial group [1]	Total elections		Number of elections								Eligible voters		Valid votes cast	
			A. F. of L. affiliates authorized		C. I. O. affiliates authorized		Unaffiliated unions authorized		No union authorized					
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total	17,958	100.0	12,820	71.4	2,312	12.8	2,469	13.8	357	2.0	1,852,333	100.0	1,629,330	100.0
Manufacturing	11,672	65.0	7,511	64.4	2,089	17.9	1,879	16.1	193	1.6	1,505,898	81.3	1,332,746	81.8
Food and kindred products	2,319	12.9	1,924	83.0	106	4.6	249	10.7	40	1.7	171,122	9.2	152,091	9.3
Tobacco manufacturers	22	.1	18	81.8	0	.0	4	18.2	0	.0	3,826	.2	3,462	.2
Textile mill products	913	5.1	97	10.6	740	81.1	71	7.8	5	.5	256,133	13.8	228,279	14.0
Apparel and other finished products made from fabrics and similar materials	184	1.0	106	57.6	69	37.5	7	3.8	2	1.1	18,733	1.0	16,735	1.0
Lumber and wood products	954	5.3	694	72.7	229	24.0	15	1.6	16	1.7	70,000	3.8	60,435	3.7
Furniture and fixtures	462	2.6	409	88.5	23	5.0	21	4.5	9	2.0	31,408	1.7	28,619	1.7
Paper and allied products	664	3.7	565	85.1	58	8.7	37	5.6	4	.6	132,510	7.2	119,117	7.3
Printing, publishing, and allied industries	606	3.4	519	85.6	35	5.8	44	7.3	8	1.3	37,938	2.1	33,703	2.1
Chemicals and allied products	451	2.5	343	76.1	65	14.4	33	7.3	10	2.2	45,254	2.5	40,025	2.5
Products of petroleum and coal	157	.9	61	38.9	87	55.4	6	3.8	3	1.9	22,245	1.2	19,078	1.2
Rubber products	96	.5	32	33.3	59	61.5	3	3.1	2	2.1	37,252	2.0	31,828	2.0
Leather and leather products	129	.7	100	77.5	15	11.6	9	7.0	5	3.9	11,542	.6	10,309	.6
Stone, clay, and glass products	535	3.0	435	81.3	63	11.8	29	5.4	8	1.5	79,846	4.3	69,727	4.3
Primary metal industries	795	4.4	620	78.0	67	8.4	95	12.0	13	1.6	87,714	4.7	76,835	4.7
Fabricated metal products (except machinery and transportation equipment)	1,162	6.5	781	67.2	125	10.8	234	20.1	22	1.9	104,768	5.7	92,527	5.7
Machinery (except electrical)	1,051	5.9	234	22.3	137	13.0	661	62.9	19	1.8	152,445	8.2	135,386	8.3
Electrical machinery, equipment and supplies	323	1.8	204	63.2	31	9.6	84	26.0	4	1.2	70,120	3.8	62,100	3.8
Transportation equipment	374	2.1	98	26.2	100	26.7	160	42.8	16	4.3	123,927	6.7	108,032	6.6
Aircraft and parts	41	.2	5	12.2	11	26.8	21	51.2	4	9.8	35,668	1.9	32,424	2.0
Ship and boat building and repairing	66	.4	31	47.0	15	22.7	15	22.7	5	7.6	9,614	.5	8,603	.5
Automotive and other transportation equipment	267	1.5	62	23.2	74	27.7	124	46.5	7	2.6	78,645	4.3	67,005	4.1
Professional, scientific, and controlling instruments	127	.7	56	44.1	34	26.8	35	27.5	2	1.6	15,242	.8	13,860	.9
Miscellaneous manufacturing	348	1.9	215	61.8	46	13.2	82	23.6	5	1.4	33,873	1.8	30,598	1.9

Mining	103	.6	83	80.6	13	12.6	4	3.9	3	2.9	5,111	.3	4,421	.3
Metal mining	6	(2)	6	100.0	0	.0	0	.0	0	.0	341	(2)	252	(2)
Coal mining	2	(2)	0	.0	2	100.0	0	.0	0	.0	127	(2)	117	(2)
Crude petroleum and natural gas production	13	.1	4	30.8	8	61.5	1	7.7	0	.0	1,562	.1	1,306	.1
Nonmetallic mining and quarrying	82	.5	73	89.0	3	3.7	3	3.7	3	3.6	3,081	.2	2,746	.2
Construction	136	.8	119	87.5	0	.0	11	8.1	6	4.4	5,454	.3	4,821	.3
Wholesale trade	1,512	8.4	1,264	83.6	74	4.9	121	8.0	53	3.5	47,040	2.5	42,836	2.6
Retail trade	1,060	5.9	829	78.2	56	5.3	133	12.5	42	4.0	85,573	4.6	72,875	4.5
Finance, insurance, and real estate	1,419	7.9	1,409	99.3	3	.2	4	.3	3	.2	19,616	1.1	17,243	1.1
Transportation, communication, and other public utilities	1,812	10.1	1,456	80.4	71	3.9	233	12.9	52	2.8	173,778	9.4	145,774	8.9
Highway passenger transportation	144	.8	111	77.1	6	4.2	21	14.6	6	4.1	18,089	1.0	15,792	1.0
Highway freight transportation	851	4.7	694	81.6	9	1.1	111	13.0	37	4.3	22,007	1.2	18,887	1.1
Water transportation	40	.2	27	67.5	9	22.5	4	10.0	0	.0	1,877	.1	1,563	.1
Warehousing and storage	299	1.7	284	95.0	7	2.3	2	.7	6	2.0	9,294	.5	8,318	.5
Other transportation	59	.3	54	91.5	1	1.7	4	6.8	0	.0	41,591	2.2	36,102	2.2
Communication	195	1.1	158	81.0	4	2.1	21	15.9	2	1.0	16,952	.9	11,498	.7
Heat, light, power, water, and sanitary services	224	1.3	128	57.1	35	15.6	60	26.8	1	.5	63,968	3.5	53,614	3.3
Services	244	1.3	149	61.1	6	2.5	84	34.4	5	2.0	9,863	.5	8,614	.5

[1] Source: Standard Industrial Classification, Division of Statistical Standards, U. S. Bureau of the Budget, Washington, 1942, 1945.
[2] Less than 0.1 percent.

Table 19.—Geographic distribution of collective bargaining elections, eligible voters, and number of votes cast for participating unions during the fiscal year 1948

Division and State [1]	Number of elections	Election won by—				Eligible voters	Total	Valid votes cast for—			
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union			A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union
New England	325	127	61	47	90	52,936	46,574	16,115	15,759	5,931	8,769
Maine	39	15	1	13	10	4,435	4,028	924	856	1,529	719
New Hampshire	23	11	6	0	6	4,164	3,664	2,317	493	49	805
Vermont	7	2	3	0	2	586	547	129	145	0	273
Massachusetts	162	70	30	17	45	25,716	22,089	9,498	7,308	2,007	3,276
Rhode Island	38	11	9	7	11	9,200	8,259	1,240	3,745	1,760	1,514
Connecticut	56	18	12	10	16	8,835	7,987	2,007	3,212	586	2,182
Middle Atlantic	621	214	103	132	172	66,740	59,639	15,619	13,995	15,666	14,359
New York	282	90	32	[3] 75	85	25,080	22,260	6,738	3,483	6,619	5,420
New Jersey	137	44	33	33	27	20,623	18,212	3,258	6,337	4,987	3,630
Pennsylvania	202	80	38	[3] 24	60	21,037	19,167	5,623	4,175	4,060	5,309
East North Central	684	216	132	139	197	98,011	84,553	22,831	26,963	16,974	17,785
Ohio	208	60	43	36	69	19,332	16,945	3,768	4,916	3,763	4,498
Indiana	95	44	15	11	25	12,931	11,532	4,297	3,032	1,480	2,723
Illinois	234	71	24	76	63	46,425	39,785	12,617	12,135	9,422	5,611
Michigan	109	25	45	9	30	15,000	12,303	938	6,461	1,256	3,648
Wisconsin	38	16	5	7	10	4,323	3,988	1,211	419	1,053	1,305
West North Central	426	184	25	143	74	30,419	26,601	8,328	3,942	8,056	6,275
Iowa	43	20	8	9	6	3,668	3,086	709	1,334	565	478
Minnesota	50	21	2	14	13	1,943	1,790	511	369	380	530
Missouri	261	104	8	109	40	19,776	17,172	5,383	1,303	6,838	3,648
North Dakota	6	2	2	0	2	85	77	24	28	0	25
South Dakota	6	5	0	0	1	1,277	1,226	280	0	0	946
Nebraska	15	10	1	0	4	892	823	430	233	0	160
Kansas	45	22	4	11	8	2,778	2,427	991	675	273	488
South Atlantic	287	94	70	18	105	42,474	36,991	9,095	10,578	4,584	12,734
Delaware	6	1	3	1	1	1,543	1,406	42	1,003	116	245
Maryland	38	14	2	2	20	2,153	1,921	626	307	201	787
District of Columbia	18	7	1	3	7	6,850	5,492	1,401	2	2,391	1,698

Virginia	64	19	18	5	22	7,106	6,457	1,781	2,530	298	1,848
West Virginia	25	17	1	0	7	4,866	4,297	494	1,853	1,379	571
North Carolina	49	9	23	1	16	9,571	8,668	1,840	2,540	82	4,206
South Carolina	13	4	1	2	6	2,795	2,197	910	99	28	1,160
Georgia	46	12	17	2	15	5,191	4,580	940	2,151	48	1,441
Florida	28	11	4	[4] 2	11	2,399	1,973	1,061	93	41	778
East South Central [1]	156	60	[3] 29	18	49	29,793	26,039	7,981	10,337	2,397	5,324
Kentucky	43	18	4	8	13	5,170	4,542	1,037	2,059	718	728
Tennessee	57	21	12	7	17	16,561	14,318	5,231	5,890	1,476	1,721
Alabama	34	16	3	3	12	3,177	2,874	1,017	235	203	1,419
Mississippi	22	5	10	0	7	4,885	4,305	696	2,153	0	1,456
West South Central	181	63	45	19	54	23,286	19,747	5,048	6,188	4,131	4,380
Arkansas	25	8	9	0	8	2,229	1,806	395	596	0	815
Louisiana	28	9	8	4	7	4,740	4,139	1,626	1,151	245	1,117
Oklahoma	35	18	3	9	5	1,249	1,135	461	71	403	200
Texas	93	28	25	6	34	15,068	12,667	2,566	4,370	3,483	2,248
Mountain	133	64	12	17	40	6,824	5,424	2,173	1,414	456	1,381
Montana	5	3	1	0	1	90	78	38	20	0	20
Idaho	6	3	1	1	1	2,858	1,866	880	884	42	60
Wyoming	9	1	1	2	5	298	272	4	87	35	146
Colorado	62	36	2	7	17	1,992	1,832	811	72	148	801
New Mexico	22	8	1	5	8	425	379	107	38	38	136
Arizona	13	5	2	2	4	617	534	115	97	193	129
Utah	9	6	0	0	3	204	193	129	0	0	64
Nevada	7	2	4	0	1	340	270	29	216	0	25
Pacific	385	159	54	74	98	31,769	26,443	5,547	6,944	8,539	5,413
Washington	45	17	5	9	14	7,240	4,688	718	330	2,890	750
Oregon	60	27	22	2	9	2,887	2,522	1,185	920	37	380
California	280	115	27	[5] 63	75	21,642	19,233	3,644	5,694	5,612	4,283
Outlying areas	24	[2] 7	1	10	6	2,313	1,889	281	16	1,047	545
Alaska	1	0	0	0	1	29	29	0	0	9	20
Hawaii	10	4	0	3	3	903	725	134	0	473	118
Puerto Rico	13	3	1	7	2	1,381	1,135	147	16	565	407

[1] The States are grouped according to the method used by the Bureau of the Census, U. S. Department of Commerce.
[2] Includes 1 election won by an individual.
[3] Includes 2 elections won by individuals.
[4] Includes 1 election won by an individual.
[5] Includes 4 elections won by individuals.

Table 20.—Geographic distribution of decertification elections, eligible voters, and number of votes cast for participating unions, during the fiscal year 1948

Division and State [1]	Number of elections	Elections won by—				Eligible voters	Total	Valid votes cast for—			
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union			A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	No union
New England	10	0	0	0	10	1,165	934	208	65	0	661
Maine	4	0	0	0	4	399	252	64	0	0	188
Massachusetts	5	0	0	0	5	712	628	118	65	0	445
Rhode Island	1	0	0	0	1	54	54	26	0	0	28
Middle Atlantic	26	3	9	0	14	2,371	2,162	386	891	6	879
New York	11	2	3	0	6	529	497	137	146	0	214
New Jersey	5	1	1	0	3	520	488	230	20	6	232
Pennsylvania	10	0	5	0	5	1,322	1,177	19	725	0	433
East North Central	11	4	2	1	4	1,715	1,534	265	549	203	517
Ohio	5	2	1	1	1	857	720	59	147	203	311
Illinois	5	1	1	0	3	772	734	154	402	0	178
Wisconsin	1	1	0	0	0	86	80	52	0	0	28
West North Central	10	2	1	0	7	412	382	103	29	0	250
Iowa	2	1	0	0	1	101	89	40	0	0	49
Minnesota	1	0	1	0	0	21	20	0	13	0	7
Missouri	7	1	0	0	6	290	273	63	16	0	194
South Atlantic	8	2	0	1	5	770	635	92	97	103	343
Maryland	3	0	0	1	2	365	268	0	37	103	128
North Carolina	1	1	0	0	0	100	93	51	0	0	42
Georgia	2	0	0	0	2	273	243	22	60	0	161
Florida	2	1	0	0	1	32	31	19	0	0	12
East South Central	8	2	1	0	5	1,064	962	63	373	0	526
Tennessee	5	0	1	0	4	1,003	904	33	373	0	498
Alabama	3	2	0	0	1	61	58	30	0	0	28

West South Central	6	0	3	1	2	463	418	2	239	9	168
Louisiana	1	0	0	0	1	9	9	2	0	0	7
Texas	5	0	3	1	1	454	409	0	239	9	161
Mountain	2	0	0	0	2	24	22	0	1	4	17
Colorado	2	0	0	0	2	24	22	0	1	4	17
Pacific	10	1	0	1	8	532	510	101	0	93	316
Washington	1	0	0	0	1	8	8	2	0	0	6
Oregon	1	0	0	0	1	17	17	7	0	0	10
California	8	1	0	1	6	507	485	92	0	93	300
Outlying areas	6	0	1	0	5	320	298	49	12	0	237
Hawaii	6	0	1	0	5	320	298	49	12	0	237

[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 union-shop authorization elections, outcome, eligible voters, and valid votes cast during the fiscal year, 1948

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	1,744	1,055	377	288	24	284,581	250,841	89,012	120,219	26,823	14,787
Maine	105	68	19	18	0	32,552	27,772	10,146	14,059	2,028	1,539
New Hampshire	50	24	25	1	0	12,310	10,673	3,040	6,693	412	528
Vermont	37	19	11	2	5	6,880	5,845	2,044	3,169	324	308
Massachusetts	1,140	797	181	146	16	160,177	141,797	60,904	61,788	10,410	8,695
Rhode Island	205	34	64	105	2	38,569	34,148	2,894	17,423	11,850	1,981
Connecticut	207	113	77	16	1	34,093	30,606	9,984	17,087	1,799	1,736
Middle Atlantic	4,670	3,368	779	472	51	500,035	446,941	225,918	137,934	61,199	21,890
New York	3,038	2,403	345	259	31	231,040	208,906	124,768	47,597	26,537	10,004
New Jersey	647	285	260	97	5	110,616	98,491	31,218	42,991	19,130	5,152
Pennsylvania	985	680	174	116	15	158,379	139,544	69,932	47,346	15,532	6,734
East North Central	3,951	2,488	656	729	78	559,585	484,001	226,237	151,256	71,878	34,630
Ohio	1,274	816	254	177	27	183,803	161,947	59,502	62,085	25,700	14,660
Indiana	485	357	53	68	7	64,311	56,789	34,333	13,306	6,280	2,870
Illinois	1,278	843	67	354	14	146,964	125,279	74,246	14,214	27,532	9,287
Michigan	632	283	271	57	21	108,914	90,463	24,397	55,432	5,392	5,242
Wisconsin	282	189	11	73	9	55,593	49,523	33,759	6,219	6,974	2,571
West North Central	2,686	2,166	94	348	78	136,657	119,374	82,659	14,020	16,976	5,719
Iowa	0	0	0	0	0	0	0	0	0	0	0
Minnesota	708	501	23	158	26	44,018	38,703	27,804	4,793	4,288	1,818
Missouri	1,764	1,481	64	173	46	81,387	70,718	48,222	8,214	11,260	3,022
North Dakota	13	12	0	0	1	444	337	372	0	0	15
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	201	172	7	17	5	10,808	9,566	6,261	1,013	1,428	864
South Atlantic	449	352	42	48	7	53,395	46,810	31,230	11,337	2,182	2,061
Delaware	28	20	5	1	2	2,031	1,716	548	1,068	33	67
Maryland	178	142	15	17	4	22,182	20,236	14,580	3,351	1,196	1,109
District of Columbia	144	122	0	21	1	12,103	10,141	9,632	0	251	258
Virginia	0	0	0	0	0	0	0	0	0	0	0

West Virginia	89	60	20	9	0	12,854	11,352	4,847	5,313	702	490
North Carolina	0	0	0	0	0	0	0	0	0	0	0
South Carolina	10	8	2	0	0	4,225	3,365	1,623	1,605	0	137
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	305	250	29	23	3	47,793	40,232	24,684	12,176	1,589	1,783
Kentucky	213	185	6	19	3	18,321	16,017	12,782	1,149	1,255	831
Tennessee	0	0	0	0	0	0	0	0	0	0	0
Alabama	76	52	20	4	0	24,057	19,555	10,584	7,909	334	728
Mississippi	16	13	3	0	0	5,415	4,660	1,318	3,118	0	224
West South Central	345	310	15	12	8	22,882	19,952	12,796	5,917	465	774
Arkansas	0	0	0	0	0	0	0	0	0	0	0
Louisiana	139	121	12	4	2	16,026	13,977	7,652	5,685	105	535
Oklahoma	206	189	3	8	6	6,856	5,975	5,144	232	360	239
Texas	0	0	0	0	0	0	0	0	0	0	0
Mountain	532	467	23	33	9	19,940	18,092	14,743	1,211	1,340	798
Montana	97	88	8	1	0	3,277	2,959	2,582	281	11	85
Idaho	34	34	0	0	0	1,244	1,115	1,022	0	0	93
Wyoming	10	3	6	1	0	498	452	93	318	8	33
Colorado	258	226	5	21	6	9,476	8,811	7,690	170	653	298
New Mexico	19	15	0	3	1	842	727	286	0	389	52
Arizona	0	0	0	0	0	0	0	0	0	0	0
Utah	106	94	3	7	2	4,496	3,937	2,997	428	279	233
Nevada	8	7	1	0	0	107	91	73	14	0	4
Pacific	3,159	2,349	297	419	94	213,082	191,916	128,955	22,288	29,548	11,125
Washington	642	452	26	142	22	59,876	56,486	36,075	1,730	16,240	2,441
Oregon	672	408	170	80	14	39,153	34,046	20,628	9,774	1,669	1,975
California	1,845	1,489	101	197	58	114,053	101,384	72,252	10,784	11,639	6,709
Outlying areas	117	15	0	97	5	14,383	11,171	2,371	0	8,017	783
Alaska	0	0	0	0	0	0	0	0	0	0	0
Hawaii	13	9	0	3	1	2,845	2,097	1,389	0	440	268
Puerto Rico	104	6	0	94	4	11,538	9,074	982	0	7,577	515

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

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Table 22.—Size of establishment in union-shop authorization elections conducted during the fiscal year 1948

Size of establishment (number of employees)	Number of cases	Percent	Size of establishment (number of employees)	Number of cases	Percent
1 to 19	9,005	50.1	200 to 399	998	5.6
20 to 39	2,649	14.8	400 to 699	476	2.7
40 to 59	1,353	7.5	700 to 999	167	.9
60 to 79	846	4.7	1,000 and over	272	1.5
80 to 99	642	3.6			
100 to 199	1,550	8.6	Total	17,958	100.0

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 section 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 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.

APPENDIX C

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

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

I. Unfair Labor Practice Cases

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

II. Representation Cases

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

2–R–7896	Cities Service Oil Co. (Pennsylvania).
7–R–2594	Clark Equipment Co.
15M–R–81	Coca-Cola Bottling Co. of Arkansas.
15M–R–106	Coca-Cola Bottling Co.
2–R–7681	Cohn, Sigmund, Co.
21–R–3988	Cole Instrument Co.
9–R–2696	Columbus Bolt Works Co., The.
14–R–1715	Continental Can Co.
10–R–2686	Davis Lumber Co.
10–R–2669	Delta Tank Manufacturing Co., Inc.
7–R–2726	Detroit Edison Co., The.
7–R–2715	Detroit Packing Co.
2–R–7675	Dodge & Olcott, Inc.
18–R–1852	Donny Box Co.
5W–R–90	Duplan Corp.
2–R–7551	Eisen Bros., Inc.
2–R–7650	Essex County News Co., Inc.
5–R–2946	Farmville Manufacturing Co.
16–R–2277	Firestone Tire & Rubber Co.
16–R–2303	Fort Worth Structural Steel Co.
5–R–2913	Freezer, J., & Sons.
1–R–3743	Gair, Robert, Co., Inc.
13–R–4457	Gam Sales Co.
1–R–3753	General Electric Co.
21–R–3968	General Electric Co.
8–R–2540	General Motors Corp.
10–R–2737	General Shale Products Corp.
7–R–2700	Gerber Products Co.
5–R–3017	Goldenberg Co., The.
8–R–2669	Grant, W. T., & Co., Department Store.
1–R–3759	Great Atlantic & Pacific Tea Co., The.
18–R–1887	Grede Foundry, Inc.
16–R–2238	Gulf Oil Corp.
13–R–4439	Gunite Foundries Corp.
16–R–2155	Hardwicke-Etter Co.
7–R–2656	Hayes Manufacturing Corp.
4–R–2719	Hill, C. V., & Co., Inc.
1–R–3807	Hinchey Consolidated Slate Co., Inc.
16E–R–17	Hortex Manufacturing Co.
15M–R–98	Hungerford, S. R., Co., Inc.
14–R–1714	Illinois Power Co.
91–R–1346	Indianapolis Power & Light Co.
2–R–7402	Interchemical Corp.
13–R–4271	International Harvester Co., McCormick Works.
21–R–3876	International Smelting & Refining Co.
2–R–7894	Jersey Publishing Co.
10–R–2765	Johnson City Foundry & Machine Works, Inc.
7–R–2714	Kalamazoo Vegetable Parchment Co.
1–R–3779	Kallaher & Mee, Inc.
21–R–3942	Kennecott Copper Corp.
16–R–2202	Kimbell-Texarkana Co.
8–R–2660	Kinsman Transit Co.
14–RE–18	Laclede Gas Light Co., The.
4–R–2619	Lehigh Valley Throwing Mills, Inc.
1–R–3768	Lehrolite, Inc.
4–R–2681	Link Belt Co., The.
4–R–2716	Macungie Silk Co.
13–R–4447	Marshall Field & Co.
10–R–2711	Mascot Stove Co.
21–R–4038	Mimar Products, Inc.
13–R–4414	Monumental Life Insurance Co.
5W–R–2678	Morowebb Cotton Mills Co.
10–R–2657	Mylan-Sparta Co., Inc.
2–R–7880	N. A. P. A. New York Warehouse, Inc.
9–R–2678	National Carbide Corp.
2–R–7760	National Chair Co.
2–R–7793	National Lead Co.
20–R–2221	Norcal Packing Co.
13–R–4438	Northwest Cone Co., Inc. & Regal Candy Co.
18–R–1886	Norway Needlecraft Corp.
8–R–2698	Ohio Fuel Gas Co., The.
16–R–2293	Oklahoma Scrap Paper Co.
2–R–7928	Old Town Ribbon & Co., Inc.
17D–R–55	Omar Mills, Inc.
4–R–2737	Penn Boiler & Burner Manufacturing Corp.
14–R–1745	Penney, J. C., Co., Inc.
15–R–2214	Perry County Plywood Corp.
16–R–2331	Pittsburgh Plate Glass Co.
2–R–7852	Premier Container Corp.
9–R–2708	Queen City Industries.
2–R–7766	Radiant Lamp Co.
10–R–2700	Rich & Morgan, Inc.

10–R–2444	Royal Palm Furniture Factories, Inc.
8–R–2674	S–P Manufacturing Corp The.
15M–R–1930	Salant & Salant, Inc.
1–R–3769	Scott & Williams, Inc.
1–R–3701	Scovil Manufacturing Co., Oakville Co. Division.
4–R–2669	Scranton Broadcasters, Inc.
6–R–1744	Sharon Herald Co., The.
8–R–2655	Shenango Furnace Co., The.
9–R–2655	Short Way Bus Lines.
1–R–3810	Silex Co., The.
19–R–2146	Smucker, J. M., & Co.
7–R–2662	Solvay Process Co., The.
15–R–2222	Southern Advance Bag & Paper Co., Inc.
16–R–2369	Southwestern Trailways.
8–R–2691	Steel Stamping Co.
10–R–2762	Stein-Way Clothing Co.
5W–R–55	Sterling Cotton Mills, Inc.
4–R–2589	Stewartstown Furniture Co.
5–R–2970	Stillwater Worsted Mills, Inc.
15–R–2180	Stonewall Cotton Mills.
5W–R–97	Superior Manufacturing Co.
10–R–2655	Tennessee Chair Co., Inc.
16–R–2345	Texas Paper Box Manufacturing Co.
16–R–2328	Tin Processing Corp.
1–R–3823	Tobe-Deutchman Corp.
1–R–3815	Torrington Co., The.
2–R–7789	Tru-Vue Optical Co., Inc.
7–R–2689	Tuttle, H. W., & Co., The.
6–R–1751	Union Switch & Signal Co.
13–R–4483	U. S. Industrial Chemicals, Inc.
7–R–2698	United States Rubber Co.
1–R–3795	United States Time Corp., The.
20–R–2250	Wasatch Oil Refining Co.
15–R–2234	Waterman Steamship Corp.
16–R–2285	Weaver Iron Works.
19–R–2127	Wenatchee-Wenoka Fruit Growers Association.
20–R–2102	Westinghouse Electric Corp.
4–R–2701	Wilmington Paper Box Co.
13M–R–23	Wisconsin Telephone Co.

APPENDIX D

LIST OF CASES HEARD DURING THE PERIOD AUGUST 22, 1947—JUNE 30, 1948

Section 3 (c) of the act requires that the Board report in detail "the cases it has heard." These cases are enumerated in their 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

15–C–1113	Alabama Electric Co-op., Inc.
7–C–1799	American District Telegraph Co.
10–C–2164	Carolyn Chenille Co.
15–C–1303	Collins Baking Co., Colonial Baking Co., d/b/a.
16–C–1443	Cooper Co., Inc., The.
16–C–1394	Corsicana Cotton Mills.
10–C–2179	Dalton Telephone Co.
10–C–2271	Davis Lumber Co.
2–C–6856	E. A. Laboratories.
13–C–3058	Electric Autolite Co.
20–C–1651	General Motors Corp.
10–C–2267	Gluck Bros., Inc.
17–C–1543	Grace Co., The.
4–C–1742	Gunn, John A., & Co.
16–C–1255	Hillsboro Cotton Mills.
8–C–2166	Hines Flask Co.
21–C–2973	Hollywood Doll Manufacturing Co.
5–C–2346	Home Laundry.
13–C–2326	Industrial Metal Fabricators, Inc.
10–C–2157	Interchemical Corp.
2–C–6970	Interstate Dress Carriers, Inc.
21–C–3100	Interstate Engineering Corp.
10–C–2115	Joanna Mills.
6–C–1165	Kenna Metal, Inc.
10–C–2270	Lewis, J. C., Motor Co., Inc.
16–C–1518	Lufkin Foundry & Machine Co.
16–C–1413	Lytle-Phillips Independent Producers.
15–C–1389	McKinney Lumber Co., The.
19P–C–7	Martin Bros. Box Co., The.
13–C–2857	Metropolitan Industries, Inc.
2–C–6372	National Broadcasting Co., Inc.
2–C–6820	Nelson, N. P., Iron Works, Inc.
8–C–2179	Ohio Power Co., The.
19–C–1573	Pacific Powder Co., A Corp.
1–C–2970	Pappas, C., Co., Inc.
16–C–1578	Poster Cotton Mills, Inc.
15M–C–28	Scott Paper Box Co.
16–C–1509	Sidran Sportswear.
10–C–2196	Southern Fruit Distributors, Inc.
16–C–1480	Vanette Hosiery Mills.
10–C–2139	Waynline, Inc.
16–C–1338	Wegener Carvin Estate, Operators.
8–C–2174	Westinghouse Electric Corps.

B. *LMRA: CA cases—charges of unfair labor practices committed by an employer under section 8 (a)*

10–CA–84	Anchor Rome Mills, Inc.
10–CA–118	Augusta Chemical Co.
20–CA–6	Barr Packing Co.
5–CA–19	Biggs Antique Co., Inc.
3–CA–17	Brown, E. C., Co., & Production Line Manufacturers, Inc.
6–CA–2	Clearfield Machine Co.
16–CA–44	Continental Oil Co.
4–CA–45	Evans, S. W., & Son.
10–CA–1	Fulton Bag & Cotton Mills.
7–CA–37	General Motors Corp.
34–CA–25	Greensboro Coca-Cola Co.
16–CA–43	Griffin-Goodner Grocery Co.
8–CA–33	House of Timmons, Inc., The.
18–CA–14	Hvidsten Transport, Carl Hvidsten, d/b/a.
17–CA–4	Kansas Milling Co.
6–CA–47	Mentzer, Walter J., an Individual.
10–CA–79	Morristown Knitting Mills.
20–CA–29	Muscat Co-operative Winery Association.
21–CA–68	Pereira Studio, Fred Montgomery, d/b/a.
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.
1–CA–8	Standard Box Co.
8–CA–23	Standard Steel Spring Co., The.
10–CA–46	Taylor Manufacturing Co.
10–CA–142	Tennessee Coach Co.
16–CA–30	Triangle Publications, Inc.
13–CA–44	United Duroc Record Association.
10–CA–147	Voice of Alabama, Inc.
10–CA–154	WSB, Radio Station, Atlanta Journal Co., The.
34–CA–11	Williams Brownell Planing Mill Co., Inc.

C. *LMRA, CB, CC, and CD cases—charge of unfair labor practices committed by a union under section 8 (b)*

7–CC–2	Bricklayers, Stone and Marble Masons, Tile Layers and Terrazzo Workers Union, Local 1, AFL, et al. (Osterink Construction Co.).
4–CD–1	Bridge, Structural and Ornamental Iron Workers, Local 373, AFL (Mechanical Handling Systems, Inc.).
10–CC–1	Carpenters and Joiners of America, Local 74, AFL, et al. (Watson's Specialty Store).
15–CC–5	Carpenters and Joiners of America, Local 1796, AFL, et al. (Montgomery Fair Co.).
17–CC–1	Carpenters and Joiners of America, District Council of Kansas City, Missouri and Vicinity, AFL, et al. (Klassen & Hodgson, Inc., and Wadsworth Building Co., Inc.).
30–CC–2	Carpenters and Joiners of America, Local 55, AFL, et al. (Gould & Preisner).
2–CC–23	Distillery, Rectifying, and Wine Workers Union of America and
2–CC–24	Wine, Liquor and Distillery Workers Union, Local 1, AFL (Schenley Distillers and Jardine Liquor Corp.).

13–CB–5	Electrical, Radio, and Machine Workers of America, United, Local 1150, CIO, et al. (Cory Corp.).
5–CB–4	Furniture Workers of America, United, CIO, and Local 472 (Colonial Hardwood Flooring Co., Inc.).
35–CB–3	Furniture Workers of America, United, CIO, and Local 309, et al. (Smith Cabinet Manufacturing Co., Inc.).
16–CB–1	Garment Workers Union, International Ladies, AFL, et al. (Seamprufe, Inc.).
20–CB–1	Longshoremen's and Warehousemen's Union, International, CIO and Local 6, Sohoma Division, Petaluma Unit (Sunset Line and Twine Co.).
20–CD–1	Machinists, International Association of and Lodge 68 (Moore Dry Dock Co.).
13–CB–19 13–CB–20 13–CB–21 13–CB–22	Maritime Union, National, CIO, et al. (The Texas Co. Cleveland Tankers, Inc. Lake Tankers Corp. Great Lakes Transport Corp.).
21–CB–8	Meat Cutters and Butcher Workmen, AFL and Local 421 (Great Atlantic and Pacific Tea Co., The).
1–CB–2	Musicians, American Federation of, AFL, Hartford Musicians' Protective Association, Local 400 (State Hartford Theatre, Inc.).
2–CC–16	Metropolitan Federation of Architects, Local 231.
2–CC–18	(Project Engineering and Design Service).
2–CD–9	Painters, Decorators & Paperhangers, Local 52, AFL (New York Telephone Co.).
6–CB–2	Plasterers' and Cement Finishers, Local 31, AFL (Walter J. Mentzer).
21–CC–13	Printing Specialties and Paper Converters Union, Local 388, AFL (Sealright Pacific, Ltd.).
21–CB–34	Retail Clerks International Association, Local 905, AFL (A–1 Photo Service).
9–CB–3	Shoe Workers of America, United, CIO, et al. (Perry Norvell Co.).
2–CC–12	Teamsters, Chauffeurs, Warehousemen & Helpers, Local 294, AFL (Montgomery Ward & Co., Inc.).
15–CC–1 15–CC–2 15–CC–3 15–CC–4	Teamsters, Chauffeurs, Warehousemen & Helpers, Local 201, AFL. (International Rice Milling Co., Inc., et al.)
2–CB–14	Typographical Union, International AFL & Nassau County Typographical Union, Local 915 (Daily Review Corp.).
2–CB–30	Typographical Union International et al. (Union Employers Section of Printing Industry of America, Inc., et al.).
5–CB–1	Typographical Union, International, and the Baltimore Typographical Union, Local 12 (Graphic Arts League, et al.).
9–CB–5	Typographical Union, International, et al. (American Newspaper Publishers Association).

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*

16–R–2438	Abercrombie, J. S., Co.
13–R–4537	Airlastic Rubber Co.
15–R–1616	Alabama Electric Cooperative, Inc.
13M–R–15	Allis-Chalmers Manufacturing Co.
5–R–3010	Alltite Motor Products Co. of Virginia.
4–R–2761	Alpha Lithograph Co.
4–R–2752	American Chain & Cable Co., Inc.
10–R–2716	American Manufacturing Co.
9–R–2304	American Protection Co.
16E–R–19	American Smelting & Refining Co.
1–R–3873	American Sugar Refining Co.
14–R–1826	American Thermometer Co.
16–R–2325	American Zinc Co. of Illinois.
8–R–2704	Armour Fertilizer Works.
4–R–2712	Armstrong Cork Co.
4–R–2715	Baldwin Locomotive Works, The.
6–R–1693	Baldwin Locomotive Works, The, Standard Steel Works Division.
2–R–7982	Beattie Rug Manufacturing Co.
10–R–2804	Beechwood Lumber Co.
13–R–4398	Bendix Aviation Corp., Bendix Products Division.
2–R–7881	Bethlehem Steel Co.
16–R–2433	Bryant Heater Co.
19–R–2172	Bunker Hill & Sullivan Mining & Concentrating Co.
13–R–4533	Burgess Battery Co.
14–R–1789	Busch-Sulzer Bros.
21–R–4090	California Walnut Growers Association.
17–R–1837	Capital City Upholstering Co.
1–R–3867	Cascade Woolen Mills.
13M–R–12	Case, J. I. Co.
10–R–2625	Central Sash & Door Co.
1–R–3868	Churchward & Co., Inc.
10–R–2820	Clark Thread Co., The
5W–R–92	Clarkton Gramwood Products Co., Inc.
20–RE–59	Coca-Cola Bottling Co. of California.
19–R–2173	Coeur D' Alene Mining Corp.
14–R–1603	Combustion Engineering Co., Inc.
8–R–2720	Consolidated Steamship Co.
13–R–4402	Corn Products Refining Co.
9–R–2739	Curtiss-Wright Corp.
18–R–1929	Davenport Machine & Foundry Co.
19–R–2168	Day Mines, Inc.
14–R–1720	Dazey Corp.
16–R–2207	Dickson Jenkins Manufacturing Co.
15M–R–95	Dierks Lumber & Coal Co.
16–R–2431	Dixie Wax Paper Co.
7–R–2690	Dow Chemical Co.
2–R–7752	Du Mont, Allen B., Laboratories, Inc.
9–R–2764	Dunbar Glass Corp.
4–R–2750	Earl Gear & Machine Co., The.
5–R–2997	Electrical Equipment Co.
1–R–3897	Electric Boat Co.
16–R–2437	Elgin Standard Brick Co.
17–R–1720	Fairchild Engine & Airplane Corp.
16–R–2390	Fehr Baking Co.
16E–R–34	Ferguson Steere Motor Co.
1–R–3861	Firestone Rubber & Latex Products Co.
13M–R–32	Fort Howard Paper Co.
20–R–2294	Friden Calculating Machine Co.
16–R–2436	Frost Lumber Industries of Texas, Inc.
10–R–2807	Gaylord Container Corp.
9–R–2694	Gemco Engineering & Manufacturing Co.
9–R–2647	General Electric Co., Kentucky Glass Works.
21–R–4081	General Electric Co.
15–R–2242	Gooch Bros. Lumber Co.
10–R–2726	Great Atlantic & Pacific Tea Co., The.
10–R–2730	H. & H. Manufacturing Co.
2–R–7772	Hancock, John, Mutual Life Insurance Co.
16–R–2352	Harden Mortgage Loan Co.
2–R–7922	Hardy Plastics & Chemical Corp.
15–R–2176	Hattiesburg Lumber & Supply Co.

23–R–319	Hawaiian Dredging Co., Ltd.
1–R–3849	Heywood Narrow Fabric Co.
2–R–7802	Hinzman & Waldmann.
4–R–2757	Home Furniture Co.
16–R–2427	Hom-Ond Food Stores, Inc.
5W–R–117	Hudson Hosiery Co.
21–R–4069	Hudson Sales Corp.
19–R–2194	Interstate Telephone Co.
10–R–2800	J. & J. Veneer Co.
7–R–2612	Jarecki Machine & Tool Co.
2–R–7951	Johns-Manville Home Insulation Department.
16E–R–22	Johnson, Charles Eneu, & Co.
9–R–2757	Kelly, O. S., Co., The.
1–R–3884	Kendall Mills, Finishing Division of the Kendall Co.
13M–R–22	Kimberly-Clark Paper Co.
18–R–1944	Kimberly-Clark Corp.
13–R–4326	Kol-Master Corp.
5–R–2856	Lavino, E. J., & Co.
21–R–4052	Linde Air Products.
15–R–2264	Lion Oil Co.
15M–R–118	Little Rock Furniture Manufacturing Co.
21–R–4028	Lockheed Aircraft Corp.
6–R–1840	McBride Glass Co., The James A. McBride, d/b/a.
10–R–2821	Maas Bros., Inc.
14–R–1769	Maco Foundry & Enamel Shop.
10–R–2694	Manhattan Coils Corp.
18–R–1922	Marine Iron & Shipbuilding Co., The.
9I–R–1365	Mayer, George J., Co.
20–R–2293	Merchants & Ship Owners Tug Co., Inc.
10–R–2759	Miami Bottle Gas Co., Inc.
15M–R–108	Minnesota Mining & Manufacturing Co.
5–R–3041	Monsanto Chemical Co.
17–R–1806	Montgomery Ward & Co., Inc.
6–R–1811	National Union Fire Insurance Co.
5–R–3051	Nebel, Oscar, Hosiery Corp.
1–R–3834	New Bedford Cotton Manufacturers Association.
14–R–1736	New Era Shirt Co.
9I–R–1337	Noblitt Sparks Industries, Inc.
5–R–3026	Norfolk Southern Bus Corp.
21–R–3925	North American Aviation, Inc.
16–R–2428	Oklahoma Rig & Supply Co.
20–R–2311	Pacific Airmotive Corp., Oakland Branch.
21–R–4073	Pacific Airmotive Corp.
13–R–4525	Paper Container Manufacturing Co.
2–R–7787	Paramount Pictures, Inc.
2–R–7938	Patterson Boiler & Tank, Inc.
10–R–2770	Phillips & Puttorff Manufacturing Co.
15M–R–97	Pierce-Williams Basket Co.
17–R–1852	Pittsburgh-Corning Corp.
4–R–2735	Pomeroy's, Inc.
20–R–2296	Poultry Producers of Central California.
13–R–4534	Procter & Gamble Manufacturing Co.
16–R–2257	Pure Oil Cos., Smith's Bluff Refinery.
15M–R–117	Radiant Glass Co.
16–R–2275	Reed Roller Bit Co.
10–R–2818	Rushton Co., The, W. W., M. W., E. W. & M. P. Rushton, d/b/a.
21–R–4092	Ryan Aeronautical Co., The.
8–R–2721	Schneider Transportation Co.
16–R–2365	Sledge Manufacturing Co.
1–R–3860	Smith Paper, Inc.
1–R–3865	Smith Paper, Inc.
10–R–2814	Solvay Process Co.
5W–R–2403	Southern Box & Lumber Co.
5W–R–115	Southern Dyestuff Corp.
15–R–2166	Southern Industies Co.
21–R–4036	Southwest Lumber Mills, Inc.
1–R–3888	Standard Box Co.
13–R–4523	Standard Oil Co. of Indiana, Whiting Refinery.
1–R–3893	Standard Romper Co.
4–R–2764	Standard Stoker Co., Inc.
2–R–7799	Steinfeld Fabrics Co.
9–R–1348	Sterling Windows, Inc.
10–R–2805	Stilley Plywood Co., Inc., The.
16–R–2392	Stone, J. E., Lumber Co.
16E–R–23	Sunray Oil Corp.

5–R–3062	Taubman's Stores Co., Inc.
21–R–3998	Technicolor Motion Picture Corp.
16–R–2413	Texas Electric Service Co.
16–R–2223	Texas Pacific Motor Transport Co.
16–R–2418	Tin Processing Corp.
19–R–2154	Tougaw & Olson, Inc.
1–R–3870	Underwood Corp., The, General Research Laboratory of.
14–R–1730	Union Starch & Refining Co.
16E–R–24	United States Potash Co.
13–R–4417	United States Rubber Co.
14–R–1796	Vevier Loos Leaf Co.
21–R–3999	Walt Disney Productions.
2–R–7713	Westinghouse Electric Corp., Lamp Division.
6–R–1733	Westinghouse Electric Corp.
10–R–2794	White, Liddon, Sales & Service Co.
4–R–2739	Wint, F. W., Co., Ltd.
8–R–2734	Wooster Rubber Co., The.
16–R–2375	Wyatt Metal & Boiler Works.

B. *LMRA, RC cases—petition by employee for certification of representatives for purpose of collective bargaining under section 9 (c) (1) (A) (i)*

5–RC–104	Abell, A. S., Co., Publishing.
21–RC–145	Ace Novelty Manufacturing Co.
16–RC–64	Acme Brick Co.
10–RC–181	Acme Lumber & Supply Co.
1–RC–414	Advance Auto Sales, Inc.
20–RC–116	Advance Pattern Co.
10–RC–59	Agricola Furnace Co.
21–RC–38	Air-Conditioning of Southern California.
13–RC–137	Air Reduction Sales Co.
19–RC–2	Alaska Salmon Industry, Inc.
19–RC–6	Alaska Salmon Industry, Inc.
10–RC–139	Albany Peanut Co.
10–RC–114	Alexander Bros. Lumber Co., Inc.
10–RC–111	Alexander, J. F., Lumber Co.
4–RC–28	Allied Chemical & Dye Corp.
1–RC–55	Allied Container Corp.
17–RC–22	Allied Mills, Inc.
2–RC–84	Alpine Trading Co., & Eutectic Welding Alloy Corp.
16–RC–46	Amarillo Bus Co.
8–RC–87	American Anode, Inc.
21–RC–230	American Bus Lines, Inc.
13–RC–22	American Cabinet Hardware Corp.
9–RC–7	American Container Co.
17–RC–13	American District Telegraph Co.
1–RC–195	American Felt Co.
16–RC–65	American Iron & Machine Works Co.
35–RC–41	American Lawn Mower Co.
16–RC–143	American National Insurance Co.
21–RC–81	American National Insurance Co.
2–RC–91	American News Co., Inc., The.
10–RC–184	American Optical Co.
32–RC–13	American Optical Co.
16–RC–57	American Petroleum Co. of Texas.
5–RC–63	American Pigment Corp.
16–RC–79	American Republics Corp.
10–RC–102	American Rubber Corp.
10–RC–71	American Tobacco Co.
6–RC–21	American Window Glass Co.
35–RC–45	Amos Molded Plastic Co.
10–RC–38	Andrews Co., The.
10–RC–140	Armour & Co.
34–RC–36	Armour & Co.
10–RC–138	Armour Fertilizer Co.
15–RC–26	Armour Fertilizer Works.
34–RC–37	Armour Fertilizer Works.
10–RC–165	Armstrong Cork Co.
1–RC–105	Arrow Hart & Hegeman Co., Inc.
4–RC–17	Arrow Throwing Rayon Co.
13–RC–219	Ashland Iron & Steel Co., Inc.
10–RC–65	Atlanta Tile & Brick Co.
10–RC–215	Atlantic Cooperage Co.
13–RC–68	Automatic Electric Co.
13–RC–72	Automatic Electric Co.
2–RC–13	Automatic Scale Manufacturing Co., Elnar Holm, d/b/a.
7–RC–37	Autopulse Corp.
36–RC–17	B M Timber Co.
8–RC–40	Babcock Printing Press Corp.
2–RC–24	Bach, Vincent Corp.
31–RC–4	Badger Printing Co.
10–RC–136	Baines Peanut Co.
21–RC–53	Baker Castor Oil Co.

17–RC–6	Bar Tack Manufacturing Co.
1–RC–49	Bay Stateoptical Co.
1–RC–208	Beacon Motors.
1–RC–194	Bean & Conquest, Inc.
7–RC–6	Bechtold Upholstering Co.
34–RC–22	Belhaven Plywood & Veneer Co.
8–RC–84	Bellows Products, Inc.
21–RC–26	Bemis Bros. Bag Co.
5–RC–16	Benson Fuel Corp.
2–RC–8	Binch, H. & F. Co.
2–RC–90	Binns Foundry Co.
13–RC–135	Birtman Electric Co., Rock Island Division.
10–RC–174	Bland Lumber Co., D. G. Bland, d/b/a.
34–RC–39	Blue Channel Corp.
20–RC–36	Blue Diamond Corp.
7–RC–65	Booth Radio Stations, Inc.
7–RC–118	Booth Radio Stations, Inc., WBBC, radio station.
14–RC–27	Borg-Warner Corp., Norge Division.
1–RC–205	Boston Consolidated Gas Co.
2–RC–195	Brassner Manufacturing Co., Inc., & Bryam Plating Co.
2–RC–104	Bridgeport Machines, Inc.
1–RC–37	Bridgewater Woolen Co.
2–RC–78	Brichart, Arnold, Ltd.
4–RC–147	Brumach, A. J., Inc.
8–RC–12	Bush Woolen Mills, Inc.
35–RC–46	Cadick Milling Co.
1–RC–242	Cambridge Plating Co.
4–RC–30	Camden County Beverage Co.
20–RC–6	Campbell Soup Co.
2–RC–40	Canfield, H. O., Co.
10–RC–76	Carbide & Carbon Chemicals Corp.
4–RC–80	Carbon Knitwear Co.
3–RC–50	Carborundum Co.
4–RC–13	Carborundum Co.
2–RC–143	Carlin Brothers Handbag Co.
16–RC–35	Carnation Co. of Texas
34–RC–44	Carolina Concrete Pipe Co.
34–RC–7	Carolina Metal Products, Inc.
14–RC–5	Carter Carburetor Corp.
7–RC–70	Castoloy Corp.
13–RC–175	Caterpillar Tractor Co.
2–RC–175	Celanese Corp. of America.
2–RC–181	Celanese Corp. of America.
14–RC–175	Certain-Teed Products Corp.
10–RC–63	Champion Garment Co., The, T. L. Lanier, et al., d/b/a.
1–RC–234	Chauvin Spinning Co.
13–RC–101	Chicago Electric Manufacturing Co.
13–RC–40	Chiniquy, William F., Co.
7–RC–54	Chrysler Corp.
21–RC–216	Chrysler Motors of California.
9–RC–20	Cincinnati Enquirer Co., The.
10–RC–112	Clancy, M. R., Lumber Co.
21–RC–85	Clarksburg Paper Co.
1–RC–298	Clark Shoe Co.
10–RC–195	Clark Thread Co.
2–RC–136	Cloth Lane Appliance Corp.
20–RC–66	Coast Pacific Lumber Co.
35–RC–55	Coca-Cola Bottling Co.
34–RC–1	Cocker Machine &Foundry Co.
10–RC–92	Cohutta Talk Co., The
2–RC–129	Colonie Fibre Co.
13–RC–205	Columbia Tool Steel Co.
9–RC–121	Columbus Air Conditioning Corp.
13–RC–200	Commins & Emerson.
1–RC–364	Conant-Ball Co.
16–RC–98	Conroe Creosoting Co.
10–RC–62	Consolidated Quarry, Inc.
21–RC–103	Consolidated Vultee Aircraft Corp.
8–RC–72	Consumers Brewing Co., The.
14–RC–270	Continental Can Co.
17–RC–9	Continental Industries, Inc., of Kansas City, Mo.
16–RC–48	Continental Pipe Line Co.
4–RC–81	Cooper, Frank, Rug Co.
10–RC–15	Cordele Sash, Door & Lumber Co.
1–RC–89	Cornell-Dubilier Electric Corp.
1–RC–297	Cornell-Dubilier Electric Corp.
4–RC–130	Cornwell Chemical Corp.
4–RC–18	County Gas Co., Public Service System.
7–RC–36	Crampton Manufacturing Co.
15–RC–31	Crescent Salvage & Towing Co.
2–RC–188	Crowley's Milk Co. & Crowley's Ice Cream Co.
14–RC–140	Crown Shoe Co.
2–RC–254	Cuba Distilling Co.
18–RC–61	Curtiss-Wright Corp.

7–RC–129	Damor Co.
3–RC–52	Danahy-Faxon Stores, Inc.
14–RC–34	Dazey Corp.
18–RC–113	Deere, John, Dubuque Tractor Co.
4–RC–79	Delaware River Jute Mills
32–RC–25	Democrat Printing & Lithographing Co.
30–RC–19	Denver Smoked Fish Co.
8–RC–111	Detroit Harvester Co., The.
4–RC–86	Deutsch, J. M., Inc.
30–RC–53	Diamond Match Co.
2–RC–157	Dick, A. B., Co.
21–RC–106	Dickerman, E. B., Feed Co.
2–RC–158	Dictaphone Corp.
13–RC–129	Diebel Die & Manufacturing Co.
8–RC–77	Dobecumun Co., The
10–RC–88	Dr. Pepper Bottling Co.
20–RC–57	Dome Tractor Co.
2–RC–161	Doran Bros., Inc.
16–RC–76	Dorris, Clayton Co., Inc.
21–RC–226	Douglas Aircraft Co., Inc.
4–RC–42	Douglas Fabrics Co.
8–RC–9	Dover Appliance Co.
16–RC–9	Dow Chemical Co., The
4–RC–73	D'Rell, Inc.
2–RC–177	Dumont, Allen B., Laboratories, Inc.
9–RC–45	Du Pont, de Nemours, E. I., & Co.
15–RC–30	Durant Manufacturing Co.
5–RC–70	Eagle Laundry Co.
2–RC–30	Eastern Casting Co.
38–RC–4	Eastern Sugar Association, Central Santa Juana.
7–RC–11	Eaton Furniture Shop.
35–RC–63	Eckstein, Jos. L. & Sons, Inc.
16–RC–20	Elgin-Butler Brick Co.
1–RC–215	Elliott, W. H., & Sons Co.
1–RC–3	Elm City Chevrolet, Inc.
10–RC–158	Eppinger & Russell Co.
7–RC–5	Erstein, Bernard L., Co., Inc.
2–RC–110	Essex County News Co.
17–RC–69	Faeth Co., The.
2–RC–315	Fairchild Camera & Instrument Co.
15–RC–4	Fair, D. L., Lumber Co.
9–RC–114	Fairmont Foods Co.
1–RC–231	Fayscott Corp.
10–RC–142	Federal Mogul Service Co.
5–RC–71	Federal Silk Mills.
3–RC–2	Ferree, E. H., Co.
21–RC–51	Fisher Body Co.
1–RC–334	Fitchburg Paper Co.
10–RC–95	Fitzgerald Mill, Inc.
15–RC–90	Flintkote Co., The
10–RC–57	Florida Growers Press, Inc.
8–RC–134	Ford Motor Car Co.
21–RC–190	Ford Motor Co.
7–RC–55	Ford Motor Co., Mound Road Plant.
9–RC–89	Foster, A. P., Co., The.
32–RC–17	Fox-Norton Lumber Co.
5–RC–77	Franklin Laundry Frank & Killian Kendrick, Owners.
16–RC–39	Frederick Produce Co.
4–RC–85	Freihofer, William, Baking Co.
32–RC–22	Frolic Foot Wear, Inc.
20–RC–16	Fruitvale Canning Co.
16–RC–40	Fry, Lloyd A., Roofing Co.
2–RC–163	Fuller, George A., Co.
13–RC–21	Gale Products.
1–RC–264	Galt Block Warehouse Co., The
15–RC–82	Gaylord Container Corp.
3–RC–40	General Aniline & Film Corp., Ansco, A Division of.
15–RC–33	General Box Co.
2–RC–238	General Die & Stamping Co.
2–RC–62	General Electric Co.
8–RC–121	General Electric Co.
10–RC–132	General Electric Co.
20–RC–101	General Electric Co.
32–RC–44	General Electric Corp., Memphis Lamp Works.
18–RC–12	General Mills, Inc., Mechanical Division.
7–RC–45	General Motors Corp., Buick Motor Division.
7–RC–46	General Motors Corp., Chevrolet & Forge Division.
7–RC–93	General Motors Corp.
7–RC–102	General Motors Corp., Cadillac Motor Car Division.
9–RC–55	General Motors Corp., Fisher Body Division.
13–RC–176	General Motors Corp. Delco Radio Division of.
20–RC–27	General Motors Corp., Buick Parts Division.
21–RC–57	General Motors Corp.
35–RC–51	General Motors Corp.
21–RC–118	General Petroleum Corp. of California.
10–RC–33	General Plywood Corp.
9–RC–16	General Refractories Co.
8–RC–94	General Tire & Rubber Co., The.

16–RC–50	General Tire & Rubber Co., The.
3–RC–3	Geneva Forge, Inc.
7–RC–41	Gerity Michigan Corp.
21–RC–264	Gerry Arizona Industries.
4–RC–74	Gloucester Paper Stock Co.
6–RC–36	Goodrich, B. F., Co., The
9–RC–75	Goodrich, B. F., Co., The.
16–RC–77	Goodyear Synthetic Rubber Corp.
8–RC–11	Goodyear Tire & Rubber Co., The.
2–RC–15	Granite Mills.
10–RC–43	Great Atlantic & Pacific Tea Co., The.
9–RC–138	Greater Cincinnati Brewers Assoc.
36–RC–67	Great Lakes Carbon Corp., Dicalite Division.
15–RC–5	Green Lumber Co., The.
16–RC–32	Greenville Cotton Oil Co.
18–RC–99	Griffin Wheel Co.
36–RC–18	Grigsby Brothers Paper Box Co.
14–RC–8	Hager Hinge Co.
8–RC–167	Hamlin Metal Products Co.
1–RC–149	Hanley, James, Co., The
1–RC–271	Hannaford Bros. Co.
1–RC–20	Hargo Woolen Mills, Inc.
20–RC–120	Harris & Allen Co.
1–RC–390	Harris Baking Co.
10–RC–156	Hartsville Manufacturing Co.
20–RC–30	Herboth Tractor Co.
4–RC–120	Hershey Machine & Foundry Co.
17–RC–64	Hertz Driv-Ur-Self Stations, Inc.
6–RC–31	Hess, G. H., Inc.
10–RC–75	High, J. M., Co.
7–RC–140	Holley Carburetor Co.
16–RC–68	Hom-Ond Food Stores, Inc.
37–RC–2	Honolulu Roofing Co., Ltd.
31–RC–13	Hotpoint, Inc.
16–RC–130	Houston Oxygen Co.
1–RC–275	Hub Cycle & Radio Co., Inc.
16–RC–29	Hughes Tool Co.
14–RC–176	Hunter Packing Co.
4–RC–58	Hurff, Edgar F., Co.
5–RC–47	Ideal Bedding Co.
13–RC–87	Ingersoll Milling Machine Co.
10–RC–99	Inland Container Corp.
2–RC–100	Interborough News Co.
10–RC–172	Inter-Mountain Telephone Co.
2–RC–211	International General Electric Co.
13–RC–198	International Harvester Co., McCormick Twine Mills.
31–RC–8	International Harvester Co.
32–RC–31	International Harvester Co.
18–RC–70	International Sugar Feed Co. & Priority Mills.
36–RC–1	Iron Fireman Manufacturing Co., The.
9–RC–17	Ironton Fire Brick Co.
35–RC–44	Jasper Chair Co.
16–RC–54	Jefferson Chemical Co.
2–RC–56	Jensen, George, Inc.
2–RC–198	Johnson, Chas. B.
36–RC–59	Johnson Lumber Co.
9–RC–106	Kanawha Maple Manufacturing Co.
17–RC–56	Kansas City Star Co.
1–RC–323	Kelley, O. G., Co.
9–RC–82	Keystone Construction Co.
4–RC–77	Keystone Macaroni Manufacturing Co.
32–RC–34	Kimberly-Clark Corp.
3–RC–78	Kinfolks, Inc.
30–RC–47	King Investment & Lumber Co., The.
13–RC–209	Kling Bros. Engineering Works.
1–RC–244	Knapp Bros. Shoe Co.
5–RC–98	Koppers Co., Inc.
2–RC–29	Koven, L. O. & Bros., Inc.
10–RC–120	Kress, S. H., & Co.
6–RC–8	Kroger Co., The.
36–RC–75	Kupp Motor Co.
21–RC–66	Lane-Wells Co.
13–RC–104	Leader Electric Manufacturing Corp.
13–RC–160	Lee Furniture Manufacturing Co.
9–RC–87	Le John Manufacturing Co.
14–RC–7	Lewin-Mathes Co.
1–RC–4	Lewiston Buick Co.
9–RC–69	Leyman Manufacturing Co.
8–RC–91	Libby-Owens-Ford Glass Co.
2–RC–59	Liberty Carillons.
21–RC–215	Linde Air Products Co., The.
35–RC–28	Linde Air Products Co., The.
5–RC–103	Locust Pin Co., Inc., The.
16–RC–21	Longhorn Sash & Door Co.
1–RC–296	Loumac Combing Co., Inc.

2–RC–101	Luna Metal Craft Co., Inc.
1–RC–299	Lunder Shoe Co.
7–RC–13	Luxury Furniture Co.
5–RC–18	Lynchburg Transit Co.
1–RC–52	Lynn Gas & Electric Co.
14–RC–180	McDonnell Aircraft Corp.
4–RC–144	McIntere-Magee & Brown Co.
34–RC–23	McKelvie Machine Co.
10–RC–137	Macklin Peanut Co.
16–RC–58	Magnolia Paper Co.
16–RC–83	Magnolia Petroleum Co.
14–RC–10	Mallinckrodt Chemical Works.
10–RC–37	Manhattan Coils Corp.
13–RC–12	Manz Corp.
14–RC–94	Marblehead Lime Co.
2–RC–159	Marchant Calculating Co.
1–RC–259	March Jorden Co.
10–RC–79	Margaret Supermarkets Stores, Inc.
10–RC–89	Maxcy, L., Inc.
35–RC–66	Maxon Construction Co.
14–RC–217	Mayflower Sales Co.
9–RC–38	Medley Distilling Co.
9–RC–63	Mengal Co., The.
14–RC–167	Menke Stone & Lime Co.
14–RC–70	Mepham, George S., Corp.
10–RC–87	Merry Brothers Brick & Tile Co.
20–RC–141	Midtown Motors.
13–RC–25	Midwest Forging & Manufacturing Co.
2–RC–154	Milstein, Joseph A., & Co.
1–RC–248	Minot Wood Heel Co.
15–RC–54	Mississippi Products, Inc.
14–RC–159	Missouri Gravel Co.
14–RC–231	Mixdorff-Krein Manufacturing Co.
1–RC–258	Modern Linen Co.
14–RC–31	Monsanto Chemical Co.
14–RC–86	Monsanto Chemical Co.
18–RC–95	Montgomery Ward Co.
8–RC–59	Montpelier Manufacturing Co., The.
13–RC–71	Monumental Life Insurance Co.
8–RC–132	Moore Enameling Manufacturing, The.
5–RC–34	Moore, of Bedford, Inc., Moore, Sam, Chairs, Inc.
14–RC–69	Moran Shoe Co.
1–RC–86	Morgan Bros. Co.
2–RC–272	Morgenthaler Linotype Co.
4–RC–82	Moser Jewel Co.
7–RC–50	Mueller Brass Co.
14–RC–212	Multiplex Faucet Co.
35–RC–1	Muncie Newspapers, Inc.
16–RC–2	Murray Co., The.
16–RC–121	Murray Rubber Co., Rubber Plant Division.
15–RC–84	Nabors, W. C., Co.
2–RC–192	Namm's, Inc.
10–RC–81	Nashville Corp.
13–RC–163	National Aluminum Manufacturing Co.
2–RC–122	National Biscuit Co.
18–RC–57	National Carbide Corp.
4–RC–40	National Lead Co., Titanium Division.
20–RC–80	National Lead Co.
14–RC–213	National Machine Co.
1–RC–166	National Tool Co.
10–RC–169	National Traffic Guard Co.
2–RC–57	Newark Transformer Co.
35–RC–26	New Indiana Chair Co.
3–RC–56	New Process Gear Corp.
2–RC–337	New York Power & Light Corp.
2–RC–382	New York Telephone Co.
2–RC–199	North American Phillips Co.
1–RC–347	Northern Industrial Chemical Co.
18–RC–76	Northwestern Bell Telephone Co.
18–RC–96	Northwest Paper Co.
6–RC–37	Nypano Motor Transit Co.
31–RC–1	Ohio Chemical & Manufacturing Co., The.
8–RC–16	Ohio Power Co., The.
16–RC–84	Oklahoma Coca-Cola Bottling Co.
16–RC–103	Oklahoma Scrap Paper Co.
14–RC–56	Olin Industries, Inc., Western Cartridge Division.
13–RC–208	Oliver Plant No. 2.
20–RC–75	Olives, Inc.
10–RC–129	Orkin Termite Co., Inc.
8–RC–126	Osborn Manufacturing Co., The.
18–RC–30	Oskaloosa Produce Co., John Van Zetten & A. L. Shannon, Copartners, d/b/a.
8–RC–6	Owens Corning Fiberglass Corp.
32–RC–33	Ozark Dam Constructors, Inc.
10–RC–185	Pan-American Optical Co.
10–RC–25	Parke-Belk Co.
32–RC–32	Parkin Printing & Stationery Co.
13–RC–121	Patterson, J. H. Co.
34–RC–43	Patterson Mills Co.

9–RC–56	Patton Manufacturing Co., The.
1–RC–172	Paulis Silk Mill, Inc.
34–RC–55	Pedan Steel Co.
32–RC–11	Pepsi Cola Bottling Co. of Memphis, Tenn.
9–RC–98	Pepsi Cola Concentrate Co.
15–RC–7	Permanente Metals Corp.
19–RC–16	Permanente Metals Corp.
13–RC–8	Peru Radiator Co.
1–RC–23	Pfeffer Manufacturing Co.
21–RC–64	Phelps Dodge Mercantile Co.
5–RC–28	Philip Morris Tobacco Co., Inc.
9–RC–105	Phoenix Pie Co.
35–RC–27	Pierson-Hollowell Co., Inc.
3–RC–85	Piorier & McLane Corp.
6–RC–1	Pittsburgh Limestone Corp., Kaylor plant.
6–RC–14	Pittsburgh Railways Co., W. D. George & Thomas Fitzgerald, d/b/a.
36–RC–34	Pondosa Pine Lumber Co.
20–RC–2	Poultry Producers of Central California.
20–RC–142	Poultry Producers of Central California.
3–RC–42	Precision Castings Co., Inc.
1–RC–35	Preferred Oil Co., Olindo Gallucio, d/b/a.
1–RC–348	Procter & Gamble Manufacturing Co.
21–RC–71	Procter & Gamble Manufacturing Co.
1–RC–421	Providence Combing Co., Inc.
1–RC–9	Puritan Chevrolet, Inc.
30–RC–59	Purity Creamery.
6–RC–9	Radio Corp. of America.
1–RC–372	Radio Wire & Television, Inc.
10–RC–163	Ragland, Potter, & Co.
10–RC–86	Raycord, Inc.
1–RC–235	Raytheon Manufacturing Co.
33–RC–7	Ravel Bros.
1–RC–363	Reading Preserving Co.
4–RC–26	Red Arrow Lines, Philadelphia Suburban Transportation Co.
10–RC–212	Reliable Transfer Co., Inc.
10–RC–213	Reliable Transfer Co., Inc.
15–RC–18	Reliance Manufacturing Co.
10–RC–231	Reliance Transfer Co., Inc.
1–RC–93	Remington Rand, Inc.
2–RC–164	Remington Rand, Inc.
8–RC–108	Renner, George J., Brewing Co., The, Burkhardt Brewing Co.
13–RC–206	Republic Flow Meters Co.
7–RC–62	Reynolds Spring Co.
14–RC–11	Rice-Stix Dry Goods Co.
17–RC–78	Rice-Stix Dry Goods Co., Factory No. 15.
9–RC–107	Rich Lumber Co.
5–RC–25	Richmond Lumber & Building Supply Co.
9–RC–139	Richter Transfer Co.
1–RC–163	River Point Finishing Co.
10–RC–58	Roane-Anderson Co.
5–RC–43	Roanoke Engraving Co.
30–RC–24	Rocky Mountain Pipe Line Co., Continental Oil Co.
33–RC–41	Roderick Broadcasting Corp., Station KROD.
9–RC–73	Rose, Morton M., Co.
13–RC–251	Roseberg, J. H., Manufacturing Co.
21–RC–96	Royal Tallow & Soap Co.
2–RC–185	Royal Typewriter Co., Inc.
14–RC–132	Rub-R Engraving Co.
19–RC–31	S & W Milling Co., Inc.
2–RC–58	Sacks Barlow Foundry Co.
1–RC–357	Safety Car Heating & Lighting Co., Inc.
14–RC–37	St. Louis Public Service Co.
14–RC–2	St. Louis Refrigerating & Cold Storage Co.
8–RC–133	St. Marys Manufacturing Co.
1–RC–27	Salter Mills Co., M. Salter & Sons.
13–RC–207	Sampsel Time Controls.
7–RC–28	Sam's, Inc., Randolph Drug Co.
20–RC–129	Santa Rosa Oil & Burner Co.
20–RC–136	San Joaquin Cotton Oil Co.
1–RC–230	Sargeant & Co.
8–RC–101	Save Electric Corp.
8–RC–96	Schaeffer Body, Inc.
35–RC–9	Schenley Distilleries, Inc., Old Quaker Division.
16–RC–110	Schlumberger Well Surveying Corp.
4–RC–111	Schutte & Koerting Co.
8–RC–48	Schwartz, R. H., Rubber Co.
14–RC–111	Shampaine Co.
10–RC–7	Sheffield Iron & Steel Co.
20–RC–96	Shell Chemical Corp., Shell Point Plant.

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21–RC–199	Shell Chemical Corp.
21–RC–172	Shell Oil Co.
9–RC–9	Siegel, Henry I., & Co., Inc.
2–RC–417	Simpro Corp.
13–RC–173	Sinclair Refining Co.
36–RC–69	Smith, A. B., Chevrolet Co.
13–RC–85	Smith, A. O., Corp., Kankakee Works.
1–RC–85	Smith & Wesson Co.
21–RC–204	Solar Aircraft Co.
20–RC–61	Sound Lumber Co.
10–RC–4	Southeastern Industries, Inc.
18–RC–13	Southeastern Iowa Electric Cooperative Association.
32–RC–1	Southern Central Co.
10–RC–115	Southern Iron & Equipment Co.
16–RC–86	Southern Pacific Transport Co.
10–RC–41	Southern Sole Co.
1–RC–293	Spargue Electric Co.
13–RC–26	Spencer Cardinal Corp.
7–RC–64	Square D Co.
2–RC–60	Squibb, E. R., & Sons.
7–RC–9	Standard Oil Co., Indiana.
8–RC–18	Standard Oil Co., Ohio.
20–RC–9	Standard Oil Co., California.
1–RC–45	Standard Romper Co.
5–RC–27	Sta-Kleen Baker, Inc.
4–RC–96	Star Metal Manufacturing Co., Inc.
2–RC–93	Starrett Bros.
9–RC–6	Steel Products Engineering Co., The.
14–RC–3	Steelweld Equipment Co.
15–RC–63	Stephens Broadcasting Co., Inc., Station WDSU.
34–RC–35	Sterling Cotton Mill.
10–RC–148	Stokely Foods, Inc.
20–RC–88	Stone & Webster Engineering Corp.
1–RC–111	Sun Chemical Co.
21–RC–256	Sunset Milling & Grain Co.
4–RC–14	Sun Ship Building & Dry Dock Co.
1–RC–416	Superior Baking Co.
2–RC–200	Swift & Co.
36–RC–86	Taggasell Motors.
10–RC–141	Tampa Sand & Material Co., Inc.
13–RC–106	Teletype Corp.
8–RC–100	Telling Belle Vernon Co.
2–RC–215	Terry Tissue Corp.
16–RC–112	Texas Hardwood Manufacturing Co.
5–RC–29	Thalhimer Bros., Inc.
4–RC–24	Thonet Brothers, Inc.
20–RC–63	Tide Water Associated Oil Co.
20–RC–65	Treasure Island Food Products.
13–RC–29	Tucker Corp.
1–RC–415	Twin Cities Motor Co.
2–RC–283	Underwood Corp.
14–RC–269	Union Electric Power Co.
5–RC–41	Universal Moulded Products Corp.
1–RC–199	United Chocolate Refiners, Inc.
21–RC–246	United Concrete Pipe Corp.
1–RC–65	United States Finishing Co., The.
1–RC–307	United States Gypsum Co.
7–RC–44	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.
20–RC–14	United States Pipe & Manufacturing Co.
5–RC–38	United States Rubber Co.
13–RC–109	United States Rubber Co.
34–RC–53	United States Rubber Co., Seaboard Stevens Plant.
1–RC–178	United States Time Corp.
14–RC–201	Valier-Spies Milling Co.
20–RC–110	Valley Truck & Tractor Co.
10–RC–3	Veneer Manufacturing Co., Plant No. 1.
34–RC–30	Veneer Products, Inc.
9–RC–102	Victor Electric Products, Inc.
37–RC–6	Wagon Wheel, Inc.
10–RC–149	Ward Baking Co.
10–RC–56	Warwick Lumber Co., P. Gill & R. H. Van Landingham, copartners, d/b/a.
2–RC–246	Washburn Wire Co.
18–RC–136	Waters-Conley Co.
2–RC–237	Weir, Sherman, Inc.
13–RC–32	Wells Fargo Carloading Co.

18–RC–32	Wells, Marshall, Co.
5–RC–89	Westbrook Enterprise.
13–RC–50	West Central Broadcasting Co.
21–RC–87	West Coast Rendering & Fertilizer Co.
18–RC–26	Western Electric Co.
18–RC–62	Western Electric Co.
16–RC–15	Western Foundry Co.
2–RC–6	Western Gateway Broadcasting Co.
16–RC–45	Westex Boot & Shoe Co.
2–RC–160	Westinghouse Electric Corp., Lamp Division.
8–RC–97	Westinghouse Electric Corp.
8–RC–110	Westinghouse Electric Corp.
20–RC–107	Westinghouse Electric Corp.
19–RC–89	West Tacoma News Print Paper Co.
19–RC–38	Weyerhaeuser Timber Co., Longview Branch.
4–RC–9	WFIL, Triangle Publications, Philadelphia Inquirer, d/b/a.
32–RC–21	White, Ed, Jr., Shoe Co.
2–RC–109	Whiteford Plastics Co., Inc.
6–RC–24	Williams Grove Clay Products Co., Inc.
32–RC–28	Winburn Clay Products Co.
36–RC–70	Windolph Motor Co.
20–RC–10	Wine Growers Guild Central Cellars.
30–RC–3	Winter-Weiss Co.
20–RC–58	Winton Lumber Co.
18–RC–66	Wisconsin Telephone Co.
13–RC–133	Woodstock Typewriter Century & American Corp.
1–RC–423	Worthy Paper Co. Association.
2–RC–229	Yonkers Cabinet Corp.
2–RC–248	Zophar Mills, Inc.

C. *LMRA, RM cases—petition by an employer for certification of representatives for purpose of collective bargaining under section 9 (c) (1) (B)*

18–RM–4	Ahonen Lumber Co.
19–RM–2	Alaska Salmon Industry, Inc.
21–RM–37	Baking Industry Council, et al.
21–RM–36	Ballerino, Louella, a California corp.
21–RM–43	Ben-Hur Products, Inc.
1–RM–12	Brockton Wholesale Grocery Co.
4–RM–3	Circle F Manufacturing Co.
36–RM–9	Coca-Cola Bottling Co. of La Grande, Oreg.
2–RM–22	Ehlenberger, George, & Co., Inc.
18–RM–2	Engineering Research Associates, Inc.
21–RM–4	Felton, O. E.
8–RM–6	Harris Seybold Co., Harris Division of.
2–RM–21	Jed-Rose Knitting Mills.
21–RM–29	Johnson, De De.
13–RM–12	Joy Manufacturing Co., Sullivan Division, Michigan City plant.
6–RM–3	Katz Food Products Co.
2–RM–20	Kidder, A. M., & Co.
14–RM–4	Lake Tankers Corp.
3–RM–1	Loewenstein, Hermann, Inc.
21–RM–3	Maine Machine Works, Ltd.
21–RM–34	Marsh, Murray B., Co., Inc.
10–RM–15	Merrill-Stevens Dry Dock & Repair Co.
1–RM–8	Morgan Bros. Co.
21–RM–38	Motor Pattern & Manufacturing Co.
2–RM–33	North American Phillips Co., Inc.
13–RM–3	Ny-Lint Tool & Manufacturing Co., Bernard Klint, Grace Klint, et al., d/b/a.
36–RM–6	Pondosa Pine Lumber Co.
2–RM–26	Prescott, J. L., Co.
5–RM–6	Safety Motor Transit Corp.
2–RM–18	Saxon Steel Service, Inc.
21–RM–39	Sealright Pacific, Ltd.
18–RM–25	Wawina Co-op Society.

D. *LMRA, RD cases—petition by employees under section 9 (a) (1) (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*

10–RD–12	Acme Boot Manufacturing Co., Inc.
20–RD–9	American Smelting & Refining Co.
4–RD–3	Auch Interborough Transit Co.
3–RD–3	B. M. C. Manufacturing Corp.
14–RD–3	Barrett Equipment Co.
17–RD–5	Boeing Airplane Co., Wichita Division.
4–RD–6	Burry Biscuit Corp.
2–RD–7	Ceco Steel Products Corp.
10–RD–9	Central Truck Lines, Inc.
5–RD–11	Century Ribbon Mills, Inc.
32–RD–5	Clayton-Brown Wholesale Grocery.
5–RD–4	Colonial Hardwood Flooring Co., Inc.
9–RD–5	Cronin Motor Co., Inc.
2–RD–23	Cross Paper Products Corp.
21–RD–19	Cudahy Packing Co.
34–RD–6	Duke Power Co.
3–RD–9	Du Pont, E. I., de Nemours, Co.
1–RD–15	East Greenwich Dairy Co., Inc.
21–RD–9	Ellis-Klatscher & Co.
10–RD–19	Federal-Mogul Corp.
2–RD–1	Federal Shipbuilding & Drydock Co.
1–RD–10	Foster Jewelry Co.
18–RD–2	Free Press Co.
2–RD–14	Freund, Joseph, Knitting Mills, Inc.
7–RD–17	Gabriel Steel Co.
4–RD–1	Gas Construction Co., Inc.
2–RD–31	Gassner Aircraft Engineering.
13–RD–9	General Motors Corp.
2–RD–18	Glasglow Sportswear, Inc.
2–RD–13	Goodman, A. S., & Sons.
8–RD–8	Goodyear Tire & Rubber Co., The.
7–RD–9	Great Atlantic & Pacific Tea Co., The.
10–RD–8	Harris Foundry & Machine Co.
1–RD–17	Hawridge Bros. Co., Inc.
21–RD–10	Hollyvogue Sportswear.
8–RD–13	Hoover Co., The.
13–RD–1	Illinois Bell Telephone Co.
2–RD–38	Industrial Venetian Blind Co.
4–RD–14	International Harvester Co.
16–RD–6	International Harvester Co.
16–RD–9	International Harvester Co.
17–RD–2	Kelly-Williams Motor Co.
4–RD–13	Keystone Weaving Mills, Inc.
4–RD–2	Kraft Foods Co.
4–RD–9	Lehigh Valley Broadcasting Co.
32–RD–4	Lilly Co., The.
1–RD–4	Limerick Yarn Mills.
2–RD–45	McCoy Stores Corp.
1–RD–3	Magnesium Casting Co.,
30–RD–3	Merris, Clyde J., Individual Owner.
17–RD–4	Midland Building Co.
5–RD–5	Monroe Calculating Machine Co.
20–RD–2	Moore Dry Dock Co.
10–RD–1	Nashville Gas & Heating Co.
5–RD–7	National Color Printing Co.
2–RD–4	Norwich Pharmacal Co., The.
4–RD–4	Plastoid Corp.
9–RD–7	Queen City Warehouse, Inc.
1–RD–7	Reed Rolled Thread Die Co.
2–RD–44	Reliable Tool Co., Inc.
30–RD–1	Riggs Optical Co.
21–RD–4	Riley's Lemon Pies, J. Riley Rackliffe, d/b/a.
21–RD–5	Riley's Lemon Pies, J. Riley Rackliffe, d/b/a.
14–RD–5	St. Louis Refrigerating & Cold Storage Co.
18–RD–10	St. Paul Brass Foundry Co.
1–RD–22	Schlitz Distributing Co. of Massachusetts.
1–RD–5	Snow & Nealey Co.
6–RD–2	Solar Electric Corp.
7–RD–5	Solvay Process Co.

10–RD–13	Southern Bell Telephone & Telegraph Co., Inc.
10–RD–16	Southern Iron & Equipment Co.
2–RD–15	Standard Brands, Inc.
2–RD–8	Staples - Smith Display Co.
2–RD–9	Terrytoons, Inc.
6–RD–4	Thiele, W. J., & Son.
2–RD–30	Times Appliance Co., Inc.
2–RD–2	Underwriters Salvage Co. of New York.
13–RD–3	Unique Manufacturing Co.
9–RD–20	Univis Lens Co., The.
1–RD–9	WORC, Radio Station, Alfred F. Kleindienst.
21–RD–2	West Coast Paperboard Mills.
8–RD–3	Westinghouse Electric Corp.
1–RD–6	Whitin Machine Works.
16–RD–3	Willborn Bros. Co., Inc.
18–RD–9	Woodmark Industries, 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)*

17–UA–8	Brinks, Inc.
4–UA–325	Budd Co., The.
2–UA–87	Eastwood, Benjamin, Co.
35–UA–3	Indianapolis Water Co.
17–UA–598	Middle States Utilities Co., of Missouri.
18–UA–227	Northland Greyhound Lines, Inc.
35–UA–121	Universal Carloading & Distributing Co.

APPENDIX E

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

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

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

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

I. Unfair Labor Practice Cases

A. *Unfair labor practice cases decided after contest*

4–C–1677	Arton Studios.
1–C–2953	Brown & Sharpe Manufacturing Co.
20–C–1445	Ensher, Alexander & Barsoom, Inc.
8–C–1801	Fairfield Engineering Co., The.
3–C–829	Geraldine Novelty Co., Inc.
10–C–1739	Gibbs Corp.
15–C–1052	Gibson County Electric Membership Corp.
16–C–1292	Hagy, Harrington & Marsh, Inc.
9–C–2203	Hoppes Manufacturing Co.
17–C–1325	Joffee, M. M.
18–C–1317	Kingston, Russell.
18–C–1192	Northwest Glove Co., Inc.
18–C–1257	Oliver Corp., The.
5–C–2052	Parkside Hotel.
18–C–1250	Penokee Veneer Co.
10–C–1939	People Motor Express Inc.
91–C–1461	Pillsbury Flour Co.
2–C–5979	R. C. A. Manufacturing Co., Inc.
10–C–1579	Reynolds Corp.
13–C–2459	Russell Electric Co.
15M–C–1222	Salant & Salant, Inc.
15–C–1069	Sturges Co.
15M–C–1002	Tishoming Country Electric Power Association.
5–C–1862	Tomlinson of High Point, Inc.
1–C–2629	Underwood Machinery Co.
1–C–2871	Worcester Woolen Mills Corp.

B. *Unfair labor practice cases decided on the basis of a stipulation of agreement entered into by the parties*

10–C–1933	Atlantic Co.
2–C–6607	Barth-Feinberg, Inc.
5–C–2193	Richmond Coca-Cola Bottling Works, Inc.
5W–C–2122	Gennett Oak Flooring Co.
1–C–2962	Lathrop Engine Co., The.

II. Representation Cases

A. *Cases in which elections were directed*

13–R–4435	Armstrong Bros., Tool Co.
16–R–2214	Auge, Ed, Packing Co.
15M–R–77	Bruce, E. L., Co.
15–R–2169	Chicago Mill & Lumber Co.
13–R–4330	Columbia Envelope Co.
10–R–1842	Combustion Engineering Co., Inc.
15–R–2196	Commercial Solvents Corp.
10–R–2546	Consolidated Vultee Aircraft Corp. (Nashville Division).
16–R–2099	Continental Oil Co.
15–R–2077	Copolymer Corp.
16–R–2034	Deep Oil Development Co.
15–R–2151	Delta Pine Products Corp.
17D–R–1606	Denver Dry Goods Co.
7–R–2649	Detroit Edison Co., The.
9–R–2590	Emperor Coal Co.
4–R–2623	Fab-Weld Corp.
7–R–2593	Federated Publications, Inc., Radio Stations, Well & Well FM.
15–R–2085	Flintkote Co.
5W–R–2513	Gastonia Combed Yarn Corp.
13–R–4226	Gasway Corp.
13–R–3947	Gaylord Products, Inc.
9–R–2659	Glidden Co., The.
8–R–2616	Golden Age Beverage Co., Inc.
2–R–7712	Grady, George, Press, Inc.
13M–R–16	Green Bay Drop Forge Co.
3–R–1407	Hooker Electrochemical Co.
5–R–2852	Imperial Tobacco Co.
15–R–2160	International Salt Co., Inc.
14–R–1708	International Shoe Co.
17–R–1800	International Shoe Co.
16–R–2258	Interstate-Trinity Warehouse Co.
18–R–1736	Iowa Packing Co.
9–R–2657	Jaeger Machine Co., The.
2–R–7177	Journal of Commerce Corp.
7–R–2582	Kelsey-Hayes Wheel Co
1–R–3748	Kidder Press, Inc.
10–R–2139	King, T. C., Pipe Co.
7–R–2616	King Trendle Broadcasting Corp.
1–R–3706	Knight, George & Co.
10–R–2357	Korn Industries, Inc.
13–R–4231	Lever Bros. Co.
5W–R–2778	Liggett & Myers Tobacco Co.
4–R–2643	MacCallum Lines, The, Earl D. MacCallum, d/b/a.
5–R–2910	Martin, Glenn L., Co.
13–R–4388	Matthiessen & Hegeler Zinc Co.
11–R–962	Morris Paper Mills.
9–R–2557	National Cash Register Co., The.
8–R–2626	Ohio Power Co., The.
8–R–2575	Ohio Rubber Co.
19–R–2075	Pacific Telephone & Telegraph Co., The.
19–R–2076	Pacific Telephone & Telegraph Co., The.
15–R–2113	Palmer, G. L., Packing Co.
5–R–2710	Pembroke Limestone Corp.
8–R–2547	Pure Oil Co.
5–R–2922	Radio Corp. of America.
5–R–2962	Raymond, Joseph.
5–R–2945	Rowe-Jordon Furniture Corp.
13–R–4155	Ruberoid Co., The.
5–R–2951	Rutherford Freight Lines, Inc.
15–R–2173	Seminole Manufacturing Co.
8–R–2655	Shenango Furnace Co., The.
7–R–2540	Simplicity Pattern Co., Inc.
5–R–2952	Standard Lime & Stone Co.
13–R–4312	Sunbeam Corp.
10–R–2451	Taylor Department Stores.
10–R–2544	Tennessee Coal, Iron & Railroad Co.
4–R–2101	Thermoid Co.
1–R–3487	Trimont Manufacturing Co.

2–R–7705	United Parcel Service of New York, Inc.
13–R–4389	U. S. Reduction Co.
13–R–4334	Unity Manufacturing Co.
13–R–4386	Warshawsky & Co.
9–R–2585	Western Kentucky Gas Co., Inc.
19–R–1993	Willamette National Lumber Co.
4–R–2247	York Corp.

B. *Cases decided on the basis of stipulated election*

15–R–2075	Aluminum Ore Co. of America.
16–R–2038	American Republic Corp.
21–R–3941	American Smelting & Refining Co.
10–R–2717	Armour & Co.
16–R–2350	Armour Fertilizer Works, Inc.
5–R–2800	Atlantic Co. (Ice Plants No. 1 and No. 2).
91–R–1360	Avco Manufacturing Corp.
9–R–2741	Avco Manufacturing Corp.
4–R–2693	Barker & Williamson, Inc., a Pennsylvania corporation.
10–R–2757	Boyle-Midway, Inc.
15–RE–14	Carey Salt Co., The.
15–R–2190	Carey Salt Co., The.
5W–R–106	Carolina Container Co.
1–R–3651	Celeste Manufacturing Co., Inc.
13–R–4495	Chicago Foundry & Manufacturing Co., Inc.
6–R–1818	Chicago Railway Equipment Corp.
7–R–2554	Chrysler Corp.
13–R–4465	Coleman Instrument, Inc.
16–R–2239	Continental Bus System, Inc.
13–R–4042	Crane Co.
13–R–4485	Crane Co.
17D–R–58	Cudahy Packing Co.
19P–R–115	Disston, Henry, & Sons, Inc.
19P–R–116	Disston, Henry, & Sons, Inc.
5–R–2977	du Pont, E. I., de Nemours & Co.
1–R–3845	Eastern Live Poultry Co.
9–R–2715	Electro Metallurgical Co.
15M–R–96	Fied-Sul Paper Mill, Inc.
2–R–7911	General Electric Supply Corp.
2–R–7912	General Electric Supply Corp.
2–R–7873	General Motors Corp.
4–R–2608	General Motors Corp. (Delco Remy Division).
13–R–4450	Hall, W. F., Printing Co.
2–R–7883	Hermas Machine Co., Inc.
7–R–2683	Hudson Motor Car Co.
9–R–2425	Imperial Ice Cream Co.
13–R–4488	James, D. O., Manufacturing Co.
2–R–7878	Kemball, A., Co.
1–R–3832	Kerite Co., The
9–R–2154	Krauth & Benninghofen.
17–R–1813	Leggett & Platt, Inc.
9–R–2701	McCullough, J. Charles, Seed Co., The.
13–R–4433	Majestic Radio Corp.
4–R–1664	Newberry, J. J., Co.
16–R–2304	North Texas Steel Co., Inc.
9–R–2742	Ohio Paper Co.
21–R–4033	Pacific Press, Inc.
21–R–4059	Pacific Press, Inc.
20–R–2097	Pacific Telephone & Telegraph Co.
17D–R–49	Penney, J. C., Co., Store No. 33.
13–R–4342	Peoples Gas Light & Coke Co., The.
10–R–2699	Pepperell Manufacturing Co.
6–R–1689	Pittsburgh & West Va., Gas Co.
15–R–2202	Plymouth Cordage Co.
16–R–2286	Pollock Paper & Box Co.
23–R–311	Provision Co., Ltd.
21–R–4021	Radio Corp. of America.
13–R–4460	Randolph Laboratories, Inc.
3–R–1516	Rochester Telephone Corp.
7–R–2637	Semet-Solvay Engineering Corp.
3–R–1305	Smith, F. A., Manufacturing Co.
2–R–7965	Spring Products Corp.
20–R–2256	Standard Oil Co. of California.
16–R–2191	Storm Vulcan Manufacturing Co., Inc.

9–R–2602	Straitsville Brick Co., The.
13–R–4395	Triangle Package Machinery Co.
21–R–4040	Vapor Recovery System Co.
6–R–1800	West Hickory Tanning Co.
13–R–4518	Westinghouse Radio Stations, Inc.
4–R–2725	Williams, Ichabod T., & Sons.
10–R–2714	Williams, O. L., Veneer Co., Inc.
1–R–3799	Wilson & Co., Inc.
9–R–2723	Wuest, Adam, Inc.
13–R–4307	Zenith Radio Corp.

C. *Cases certified or dismissed on the basis of the record* [1]

13–R–4392	American Cabinet Hardware Corp.
16–R–2215	American Republics Corp.
4–R–2542	Binder Cooperage Co.
13–R–4268	Bodine Printing Co.
9–R–2687	Bradley & Gilbert Co., The.
10–R–2377	Central Foundry Co.
14–R–1700	Cerf Bros. Bag Co.
21–R–3832	Chrysler Motors of Calif.
7–R–2594	Clark Equipment Co.
6–R–1726	Clearfield Machine Co.
15M–R–81	Coca-Cola Bottling Co. of Arkansas.
10–R–2616	Commercial Printers, Inc.
13–R–4309	Crane Co.
10–R–2634	Fairmont Mills, Inc.
15–R–2137	Fayette Hardwood Co.
21–R–3961	Filtrol Corp.
10–R–2628	Florida All-Bound Box Co.
5–R–2913	Freezer, J., & Sons.
3–R–1483	Gloversville Knitting Co.
1–R–3539	Gongdon, F. G., Co.
2–R–7226	Hat Corp. of America, The.
15M–R–46	Herff Motor Co.
20–R–1582	Idaho Maryland Mines Corp.
2–R–7402	Interchemical Corp.
5–R–2964	Jones, Paul, & Co., Inc.
16–R–2202	Kimbell-Texarkana Co.
4–R–2619	Lehigh Valley Throwing Mills, Inc.
9–R–2544	Liggett & Myers Tobacco Co.
2–R–7543	Lowenstein, Casper Inc.
7–R–2585	Macomb Trailer Coach Co.
16–R–1983	Med-Co. Gasoline Co.
10–R–2642	Meredith, William C., Co., Inc.
15–R–2057	Meridian Grain & Elevator Co.
2–R–7760	National Chair Co.
8–R–2662	Neon Products, Inc.
1–R–3664	New England Retinning, Inc.
4–R–2568	Philadelphia Gas Works Co., The.
21–R–3734	Puritan Ice Co.
9–R–2708	Queen City Industries.
2–R–7766	Radiant Lamp Co.
2–R–6944	Raybestos Manhattan Co., The.
5–R–2949	Reynolds Metals Co.
10–R–2444	Royal Palm Furniture Factories, Inc.
20–R–1844	S & W Fine Foods, Inc.
15M–R–1930	Salant & Salant, Inc.
13–R–4219	Samsel Time Control, Inc.
1–R–3769	Scott & Williams, Inc.
21–R–3919	Shepherd Tractor & Equipment Co.
7–R–2662	Solvay Process Co., The.
13–R–4172	Spencer-Cardinal Corp.
16E–R–8	Standard Oil Co. of Texas.
10–R–2511	Tamiami Trail Tours, Inc.
1–R–3474	Tidewater Associated Oil Co., Inc.
10–R–2572	Tri-Cities Broadcasting Co.
13–R–4391	Trindl Products, Ltd.
3–R–1555	Vanadium Corp. of America.
16–R–2285	Weaver Iron Works.
13–R–4269	Western Electric Co.
5W–R–61	Wheeler, A. W., & Son, Inc.

[1] Includes cases in which prehearing elections were held.

D. *Cases in which the board directed the opening and counting of challenged ballots, following a prehearing election*

4–R–2567	Motor Rebuilders, Inc.
15–R–2214	Perry County Plywood Corp.
2–R–7639	Slater, N. G., Corp.
5W–R–55	Sterling Cotton Mills, Inc.

APPENDIX F

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE PERIOD AUGUST 22, 1947–JUNE 30, 1948

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.
   - B. Cases decided on the basis of stipulation entered into by the parties.
   - C. Cases decided by adoption of intermediate report in absence of exceptions.

II. Representation Cases.
   - A. Cases in which elections were directed.
     1. NLRA R and RE cases.
     2. LMRA RC cases.
     3. LMRA RM cases.
     4. LMRA RD cases.
   - B. Cases decided on the basis of stipulated election.
     1. NLRA R cases.
     2. LMRA RC cases.
     3. LMRA RM cases.
     4. LMRA RD cases.
   - C. Cases dismissed on the basis of the record.
     1. NLRA R cases.
     2. LMRA RC cases.
     3. LMRA RM cases.
     4. LMRA RD cases.
   - D. Cases in which the Board issued a decision, following a prehearing election.
     1. NLRA R cases.

III. Union Shop Authorization Cases.
   - A. Cases in which elections were directed.
   - B. Cases decided on the basis of stipulated elections.
   - C. Certifications of results of elections held by order of regional directors. (Excludes cases in which regional directors issued certifications pursuant to provisions of consent election agreements.)

I. Unfair Labor Practice Cases

A. *Cases decided after contest*

8–C–2006	Alliance Rubber Co.
2–C–6506	Aluminum Co. of America.
9–C–2349	American Laundry Machinery Co.
20–C–1553	American Patrol Service, C. F. Fellows, d/b/a.
2–C–6008	Ames Spot Welding Co., Inc.
10–C–1842	Atlanta Metallic Casket Co.
10–C–1869	Atlantic Towing Co.
10–C–1928	Babcock-Wilson Co., The.
8–C–1818	Bailey Co., The (East Side Branch).
13–C–2761	Baker Manufacturing Co.
20–C–1452	Basic Vegetable Products, Inc.
8–C–1976	Bettcher Manufacturing Corp., The.

16–C–1289	Bewlwy Mills.
9–C–2336	Bluefield Garment Manufacturers.
7–C–1339	Briggs Manufacturing Co.
16–C–1212	Brown Express, H. P. Brown, d/b/a.
15–C–1034	Bruce, E. L., Co.
4–C–1579	Carpenter Steel Co.
13–C–3044	Carson Pirie Scott & Co.
10–C–1868	Cedartown Yard Mills, Inc.
3–C–928	Chalmers, Harvey & Son, Inc.
18–C–1281	Chamberlain Corp.
13–C–2682	City National Bank & Trust Co.
2–C–6309	Clark Phonograph Co.
6–CA–2	Clearfield Machinery Co.[1]
8–C–1986	Cleveland Graphite Bronze Co., The.
2–C–5786	Colonial Life Insurance Co. of America, The.
8–C–1914	Columbia Electric Manufacturing Co.
20–C–1555	Columbia Steel Co.
16–C–1200	Consumers Cooperative Refinery Association.
14–C–1176	Container Manufacturing Co., Max Sax, d/b/a.
7–C–1609	Coopersville Cooperative Elevator Co.
8–C–1962	Copperweld Steel Co.
1–C–2676	Cross, W. W., & Co., Inc.
8–C–2029	Differential Steel Car Co.
18–C–1299	Duluth Glass Block Store Co., The.
7–C–1568	Eaton Manufacturing Co.
2–C–6238	Electrical Testing Laboratories, Inc.
17D–C–1383	Ellis Canning Co.
8–C–2021	Elwell Parker Electric Co.
10–C–1898	Exposition Mills Co.
24–C–144	Fajardo Sugar Co.
17–C–1378	Federal-Mogul Service Division.
5–C–2184	Fontaine Converting Works, Inc., The.
10–C–1988	Fort Industry Co., The.
10–C–1944	Fulton Bag & Cotton Mills.
14–C–1180	Fulton Bag & Cotton Mills.
18–C–1285	Gamble-Skogmo, Inc.
13–C–2902	General Electric X-ray Corp.
10–C–2093	General Shoe Corp.
10–C–2012	Georgia Twine & Cordage Co., R. J. Lovvorn, d/b/a.
13–C–2974	Goldblatt Bros., Inc.
2–C–6119	Gould Mersereau Co., Inc.
5–C–2245	Harris-Woodson Co., Inc., The.
1–C–2735	Hershey, Paul H. & Mary, J. R., Copartners, d/b/a.
10–C–1817	Hills Bros. Co., The.
1–C–2823	Hill Transport Co., MacKenzie Coach Lines, Ltd.
17D–C–1370	Idarado Mining Co.
13–C–2836	Inland Steel Co.
9–C–2236	International Nickel Co.
21–C–2713	Jergens, Andrew, Co.
11–C–1268	Kentucky Utilities Co.
2–C–5990	Kresge Newark, & Kresge Department Stores.
18–C–1216	Lake Superior Lumber Co.
9–C–2239	Lancaster Foundry Corp.
9–C–2271	Lift Trucks, Inc.
13–C–2954	Lock Nut Corp. of America.
13–C–3193	Mandel Bros., Inc.
10–C–1792	Marshall & Bruce Co.
8–C–1839	May Co.
10–C–1890	Merry Bros. Brick & Tile Co.
5–C–2200	Moller, M. P., Inc.
10–C–2125	Morrison Turning Co., Inc.
3–C–943	National Grinding Wheel, Co., Inc.
21–C–2753	O'Keefe & Merritt Co. Inc.
16–C–1268	Oklahoma Rendering Co.
20–C–1484	Pacific Airmotive Corp.
21–C–2466	Pacific Molded Products Co.
20–C–1349	Pacific Telephone & Telegraph Co.
20–C–1510	Paraffine Companies, Inc., The.
5–C–2229	Peoples Life Insurance Co.
13M–C–3049	Plankinton Packing Co.
2–C–6306	Public Service Corp.

[1] This is the only decision issued during the fiscal year in which charges were filed under the amended statute.

13–C–2415	Pullman Standard Car Manufacturing Co.
8–C–1750	Pure Oil Co., The Heath Refinery.
3–C–918	Rathburn Molding Corp.
13–C–2921	Reed, Charles H., & Co.
2–C–6208	Reeves Ely Laboratories, Inc.
8–C–1941	Republic Steel Corp., Upson Div.
8–C–2025	Rome Products Co.
23–C–40	Shell Oil Co., Inc.
17–C–1387	Sifers Candy Co.
2–C–6604	Snell, Foster D., Inc.
14–C–1145	Sohio Pipeline Co.
20–C–1450	Sunnyside Winery & Lawrence Warehouse Co.
2–C–6701	Tidewater Associated Oil Co.
15–C–1230	Times-Picayune Publishing Co., The.
8–C–2000	Toledo Desk & Fixture Co., The.
6–C–1015	Tygart Sportswear Co.
10–C–1785	Union Manufacturing Co.
2–C–6228	Union Products Co.
2–C–6412	Unique Ventilation Co., Inc.
13–C–2731	Vogue Wright Studios, Inc.
17D–C–1273	Western Oil Tool Co.
1–C–2849	Westinghouse Electric Corp.
8–C–1883	Westinghouse Electric & Manufacturing Co., The.
8–C–1892	West Ohio Gas Co.
8–C–2031	White Motor Co., The.
15M–C–1194	Wilson & Co.
1–C–2874	Worthington Pump & Machinery Corp.
14–C–1197	Wrought Iron Range Co.
20–C–1628	Young Patrol Service.

B. *Cases decided on the basis of stipulation entered into by the parties*

1. NLRA—C cases

16–C–1284	American National Insurance Co.
16–C–1394	Corsicana Cotton Mills.
10–C–2201	Dewberry Engraving Co.
16–C–1566	Frankoma Pottery.
2–C–6970	Interstate Dress Carriers, Inc.
16–C–1300	Norris, W. C., Manufacturing, Inc.
16–C–1318	Perrault Bros., Lewis Perrault & Co.
3–C–1048	Phinney Tool & Die Co.
5–C–2352	Radford Weaving Co.
18–C–1392	Stoddard Manufacturing Co., Inc.

2. LMRA—CA cases

1–CA–4	Brockton Perforating Machine Co., Inc.
16–CA–1	Elgin Standard Brick Manufacturing Co.
8–CA–33	House of Timmons, Inc., The.
8–CA–11	Lake City Malleable, Inc.
16–CA–24	North Texas Steel Co., Inc.

C. *Cases decided by adoption of intermediate report in absence of exceptions*

18–C–1359	Barker Equipment Co.
14–C–1157	Bennett Wholesale Co., Inc.
18–C–1372	Dryden Rubber Co.
11–C–1292	Kahler Co., Inc., The
20–CA–29	Muscat Cooperative Winery Association.
15–C–1240	Trelles, M. & Co., Manuel Trelles & Ubaldo Trelles, d/b/a
14–C–1271	Ullin Box & Lumber Co
9–C–2217	Wallace Corp., The.

II. Representation cases

A. *Cases in which elections were directed*

1. NLRA—R and RE cases

16–R–2438	Abercrombie, J. S., Co.
21–R–3564	Acme Brewing Co.
13–R–4537	Airlastic Rubber Co.
13M–R–15	Allis-Chalmers Manufacturing Co.
4–R–2761	Alpha Lithograph Co.
6–R–1654	Aluminum Co. of America.
2–R–7652	American Can Co.
4–R–2752	American Chain & Cable Co., Inc.
10–R–2537	American Fruit Growers, Inc.
2–R–7577	American Lumbermens Casualty Co.
9–R–2304	American Protection Co.
16E–R–19	American Smelting & Refining Co.
1–R–3873	American Sugar Refining Co.
14–R–1826	American Thermometer Co.
16–R–2325	American Zinc Co. of Illinois.
8–R–2704	Armour Fertilizer Works.
3–R–1585	Art Metal Construction Co.
1–R–3675	Atwater Manufacturing Co.
19–R–2104	Austin Co.
13–R–4479	Automatic Paper Box Corp.
21–R–3565	Aztec Brewing Co.
2–R–7982	Beattie Rug Manufacturing Co.
10–R–2804	Beechwood Lumber Co.
13–R–4398	Bendix Aviation Corp., Bendix Products Division.
4–R–2692	Bethlehems' Globe Publishing Co., The.
2–R–7881	Bethlehem Steel Co.
2–R–7763	Biltmore Pipe Co.
8–R–2628	Bliss, E. W., Co.
21–R–3697	Bohemian Distributing Co.
16–R–2433	Bryant Heater Co.
9–R–2117	Buckeye Steel Castings Co., The.
6–R–1687	Bucyrus–Erie Co.
13–R–4533	Burgess Battery Co.
91–R–1328	Burnet-Binford Lumber Co., Inc.
14–R–1789	Busch-Sulzer Bros.
17–R–1837	Capital City Upholstering Co.
1–R–3867	Cascade Woolen Mills.
19–R–2126	Cascadian Fruit Shippers, Inc.
13M–R–12	Case, J. I., Co.
13–R–4361	Casteel Distributing Co.
15–R–1536	Central Louisiana Electric Co., Inc.
10–R–2625	Central Sash & Door Co.
7–R–2601	Chrysler Corp.
7–R–2602	Chrysler Corp.
1–R–3868	Churchward & Co., Inc.
2–R–7244	Cities Service Oil Co.
2–R–7896	Cities Service Oil Co.
5W–R–92	Clarkton Gramwood Products Co., Inc.
20–RE–59	Coca-Cola Bottling Co. of California.
2–R–7681	Cohn, Sigmund, Co.
21–R–3988	Cole Instrument Co.
9–R–2696	Columbus Bolt Works Co.
21–R–3931	Consolidated Vultee Aircraft Corp.
14–R–1715	Continental Can Co.
9–R–2739	Curtiss-Wright Corp.
18–R–1929	Davenport Machine & Foundry Co.
10–R–2686	Davis Lumber Co.
14–R–1720	Dazey Corp.
7–R–2726	Detroit Edison Co., The.
16–R–2207	Dickson Jenkins Manufacturing Co.
15M–R–95	Dierks Lumber & Coal Co.
16–R–2431	Dixie Wax Paper Co.
2–R–7675	Dodge & Olcott, Inc.
7–R–2690	Dow Chemical Co.
2–R–7752	DuMont, Allen B., Laboratories, Inc.
5W–R–90	Duplan Corp.
5–R–2997	Electrical Equipment Co.
9–R–2685	Electric Autolite Co.
16–R–2437	Elgin Standard Brick Co.
17–R–1720	Fairchild Engine & Airplane Corp.
5–R–2946	Farmville Manufacturing Co.
16E–R–34	Ferguson Steere Motor Co.
1–R–3861	Firestone Rubber & Latex Products Co.
16–R–2277	Firestone Tire & Rubber Co.
13M–R–32	Fort Howard Paper Co.
16–R–2303	Fort Worth Structural Steel Co.
16–R–2436	Frost Lumber Industries of Texas, Inc.
13–R–4457	Gam Sales Co.
10–R–2807	Gaylord Container Corp.

9–R–2694	Gemco Engineering & Manufacturing Co.
9–R–2647	General Electric Co., Kentucky Glass Works.
21–R–3968	General Electric Co.
21–R–4081	General Electric Co.
8–R–2540	General Motors Corp.
10–R–2737	General Shale Products Corp.
10–R–1958	General Shoe Corp.
2–R–6900	General Steel Products Corp.
15–R–2242	Gooch Bros. Lumber Co.
9–R–2501	Goodrich, B. F., Chemical Co.
21–R–3566	Grace Bros. Brewing Co.
10–R–2726	Great Atlantic & Pacific Tea Co., The.
13M–R–16	Green Bay Drop Forge Co.
16–R–2246	Gulf Oil Corp.
13–R–4439	Gunite Foundries Corp.
10–R–2730	H & H Manufacturing Co.
8–R–2612	Hanna, M. A., Co., The.
16–R–2352	Harden Mortgage Loan Co.
13M–R–9	Harnisheeger Corp.
23–R–319	Hawaiian Dredging Co., Ltd.
1–R–3849	Heywood Narrow Fabric Co.
4–R–2719	Hill, C. V. & Co., Inc.
2–R–7802	Hinzman & Waldmann.
4–R–2757	Home Furniture Co.
16E–R–17	Hortex Manufacturing Co.
21–R–4069	Hudson Sales Corp.
91–R–1346	Indianapolis Power & Light Co.
10–R–2800	J & J Veneer Co.
10–R–2765	Jonhson City Foundry & Machine Works, Inc.
16E–R–22	Johnson, Charles Eneu, & Co.
2–R–7894	Jersey Publishing Co.
7–R–2714	Kalamazoo Vegetable Parchment Co.
1–R–3779	Kallaher & Mee, Inc.
17–R–1810	Kansas City Power & Light Co.
9–R–2757	Kelly, O. S., Co., The.
1–R–3884	Kendall Mills, Finishing Division of the Kendall Co.
4–R–2504	Keystone State Shoe Co., Inc.
8–R–2660	Kinsman Transit Co.
10–R–2573	Knox Metal Products, Inc.
13–R–4326	Kol-Master Corp.
14–RE–18	Laclede Gas Light Co. The.
21–R–4052	Linde Air Products.
13–R–4317	Link Belt Co.
15–R–2264	Lion Oil Co.
21–R–4028	Lockheed Aircraft Corp.
21–R–3567	Los Angeles Brewing Co.
21–R–3570	McKee Steward & Co.
14–R–1769	Maco Foundry & Enamel Shop.
4–R–2716	Macungie Silk Co.
21–R–3568	Maier Brewing Co.
13–R–4429	Mark, Clayton, & Co.
13–R–4447	Marshall Field & Co.
10–R–2711	Mascot Stove Co.
15M–R–108	Minnesota Mining & Manufacturing Co.
2–R–7880	N. A. P. A., New York Warehouse, Inc.
10–R–2654	National Container Corp.
91–R–1337	Noblitt Sparks Industries, Inc.
20–R–2221	Norcal Packing Co.
5–R–3026	Norfolk Southern Bus Corp.
18–R–1886	Norway Needlecraft Corp.
8–R–2698	Ohio Fuel Gas Co., The.
16–R–2428	Oklahoma Rig & Supply Co.
16–R–2293	Oklahoma Scrap Paper Co.
17D–R–55	Omar, Inc.
15–R–2134	Orleans Materials & Equipment Co., Inc.
21–R–4073	Pacific Air Motive Corp.
5–R–2986	Palace Laundry & Dry Cleaning Corp.
13–R–4525	Paper Container Manufacturing Co.
2–R–7787	Paramount Pictures, Inc.
2–R–7938	Paterson Boiler & Tank, Inc.
10–R–2770	Phillips & Buttorff Manufacturing Co.
15M–R–97	Pierce-Williams Basket Co.
8–R–2642	Pipe Machinery Co., The.
13–R–4436	Piston Ring Co.
16–R–2331	Pittsburgh Plate Glass Co.
8–R–2547	Pure Oil Co.
15M–R–117	Radiant Glass Co.
2–R–5495	Radio Corp. of America.
2–R–7202	Radiomarine Corp. of America.
21–R–3569	Rainer Brewing Co.
16–R–2275	Reed Roller Bit Co.
5W–R–2	Roanoke Mills, No. 1.
2–R–7812	Royle, John, & Sons.

10–R–2818	Rushton Co., The.
21–R–4092	Ryan Aeronautical Co., The.
8–R–2674	S–P Manufacturing Corp., The.
8–R–2721	Schneider Transportation Co.
10–R–1926	Sears Roebuck & Co.
16–R–2365	Sledge Manufacturing Co.
1–R–3860	Smith Paper, Inc.
1–R–3865	Smith Paper, Inc.
19–R–2146	Smucker, J. M., & Co.
10–R–2814	Solvay Process Co.
15–R–2222	Southern Advance Bag & Paper Co., Inc.
16E–R–5	Southwestern Associated Telephone Co.
16–R–2369	Southwestern Trailways.
1–R–3888	Standard Box Co.
1–R–3893	Standard Romper Co.
8–R–2603	Standard Steel & Spring Co., The
4–R–2764	Standard Stoker Co., Inc.
18–R–1909	Sterling Pulp & Paper Co., & United Paper Co.
4–R–2589	Stewartstown Furniture Co.
10–R–2805	Stilley Plywood Co., Inc., The.
15–R–2180	Stonewall Cotton Mills.
16E–R–23	Sunray Oil Corp.
5–R–3062	Taubman's Stores Co., Inc.
21–R–3998	Technicolor Motion Picture Corp.
16–R–2413	Texas Electric Service Co.
16–R–2223	Texas Pacific Motor Transport Co.
1–R–3870	Underwood Corp., The General Research Laboratory of.
16E–R–24	United States Potash Co.
7–R–2698	United States Rubber Co.
18–R–1833	Waldorf Paper Products Co.
21–R–3999	Walt Disney Productions.
13–R–4386	Warshawsky & Co.
15–R–2244	Waterman Steamship Corp., Repair Division.
19–R–2127	Wenarchee - Wenoka Fruit Growers Association.
4–R–2370	Western Electric Co., Inc.
4–R–1968	Westinghouse Electric Corp.
8–R–2101	Westinghouse Electric Corp..
10–R–2794	White, Liddon, Sales & Service Co.
4–R–2701	Wilmington Paper Box Co.
2–R–6535	Wilson-Jones Co.
8–R–2611	Wilson Transit Co.
4–R–2739	Wint, F. W., Co., Ltd.
13M–R–23	Wisconsin Telephone Co.
14–R–1724	Wrought Iron Range Co.
16–R–2375	Wyatt Metal & Boiler Works.

2. LMRA—RC cases

21–RC–145	Ace Novelty Manufacturing Co.
16–RC–64	Acme Brick Co.
13–RC–137	Air Reduction Sales Co.
1–RC–55	Allied Container Corp.
17–RC–22	Allied Mills, Inc.
2–RC–84	Alpine Trading Co. & Eutectic Welding Alloy Corp.
16–RC–65	American Iron & Machine Works Co.
21–RC–81	American National Insurance Co.
2–RC–91	American News Co., Inc., The.
10–RC–102	American Rubber Corp.
10–RC–71	American Tobacco Co.
6–RC–21	American Window Glass Co.
10–RC–140	Armour & Co., Works Division of.
34–RC–36	Armour & Co.
34–RC–37	Armour Fertilizer Works.
1–RC–105	Arrow Hart & Hegeman Co., Inc.
4–RC–17	Arrow Throwing Rayon Co., Daniel Vacca Sr.
13–RC–219	Ashland Iron & Steel Co., Inc.
2–RC–13	Automatic Scale Manufacturing Co., Einar Holm, d/b/a.
7–RC–37	Autopulse Corp.
2–RC–24	Bach, Vincent, Corp.
21–RC–53	Baker Castor Oil Co.
17–RC–6	Bar Tack Manufacturing Co.
1–RC–49	Bay State Optical Co.
1–RC–208	Beacon Motors.
1–RC–194	Bean & Conquest, Inc.
34–RC–22	Belhaven Plywood & Veneer Co.
5–RC–16	Benson Fuel Corp.
2–RC–8	Binch, H. & F., Co.
2–RC–90	Bins Foundry Co.

2–RC–104	Bridgeport Machines, Inc.
1–RC–37	Bridgewater Woolen Co.
2–RC–78	Brilhart, Arnold, Ltd.
8–RC–12	Bush Woolen Mills, Inc.
20–RC–6	Campbell Soup Co.
2–RC–40	Canfield, H. O., Co.
34–RC–7	Carolina Metal Products, Inc.
13–RC–175	Caterpillar Tractor Co.
10–RC–63	Champion Garment Co., The, T. L. Lanier, et al, d/b/a.
21–RC–216	Chrysler Motors of California.
1–RC–298	Clark Shoe Co.
10–RC–92	Cohutta Talc Co., The.
10–RC–62	Consolidated Quarry, Inc.
8–RC–72	Consumers Brewing Co., The.
17–RC–9	Continental Industries, Inc., of Kansas City, Mo.
4–RC–81	Cooper, Frank, Rug Co.
1–RC–89	Cornell-Dubiler Electric Corp.
15–RC–31	Crescent Salvage & Towing Co.
2–RC–254	Cuba Distilling Co.
18–RC–61	Curtiss-Wright Corp., Victor Animatograph Corp., Division of.
18–RC–113	Deere, John, Dubuque, Tractor Co.
4–RC–79	Delaware River Jute Mills.
2–RC–161	Doran Bros., Inc.
4–RC–42	Douglas Fabrics Co.
8–RC–9	Dover Appliance Co.
9–RC–45	Du Pont, de Nemours, E. I., & Co.
2–RC–30	Eastern Casting Corp.
16–RC–20	Elgin-Butler Brick Co.
1–RC–3	Elm City Chevrolet, Inc.
2–RC–110	Essex County News Co.
15–RC–4	Fair, D. L., Lumber Co.
9–RC–114	Fairmont Foods Co.
5–RC–71	Federal Silk Mills.
3–RC–2	Ferree, E. H., Co.
10–RC–95	Fitzgerald Mill, Inc.
10–RC–57	Florida Growers Press, Inc.
9–RC–89	Foster, A. P., Co., The.
32–RC–17	Fox-Norton Lumber Co.
5–RC–77	Franklin Laundry, Frank & Killian Kencrick, owners.
16–RC–40	Fry, Lloyd A., Roofing Co.
13–RC–21	Gale Products.
15–RC–33	General Box Co.
2–RC–62	General Electric Co.
9–RC–55	General Motors Corp., Fisher Body Division.
20–RC–27	General Motors Corp., Buick Parts Division.
21–RC–118	General Petroleum Corp. of California.
9–RC–16	General Refractories Co.
8–RC–94	General Tire & Rubber Co., The.
3–RC–3	Geneva Forge, Inc.
4–RC–74	Gloucester Paper Stock Co.
6–RC–36	Goodrich, B. F., Co., The.
9–RC–75	Goodrich, B. F., Co., The.
2–RC–15	Granite Mills.
1–RC–20	Hargo Woolen Mills, Inc.
6–RC–31	Hess, G. H., Inc.
37–RC–2	Honolulu Roofing Co., Ltd.
31–RC–13	Hotpoint, Inc.
16–RC–29	Hughes Tool Co.
4–RC–58	Hurff, Edgar F., Co.
5–RC–47	Ideal Bedding Co.
2–RC–211	International General Electric Co.
9–RC–17	Ironton Fire Brick Co.
35–RC–44	Jasper Chair Co.
2–RC–198	Johnson, Chas. B.
9–RC–82	Keystone Construction Co.
6–RC–8	Kroker Co., The
13–RC–160	Lee Furniture Manufacturing Co.
9–RC–87	Le John Manufacturing Co.
1–RC–4	Lewiston Buick Co.
9–RC–69	Leyman Manufacturing Co.
2–RC–59	Liberty Carillons.
35–RC–28	Linde Air Products Co., The.
5–RC–103	Locust Pin Co., Inc., The.
1–RC–296	Loumac Combing Co., Inc.
2–RC–101	Luna Metal Craft Co., Inc.
14–RC–10	Mallinckrodt Chemical Works.
14–RC–94	Marblehead Lime Co.
14–RC–217	Mayflower Sales Co.
9–RC–38	Medley Distilling Co.
10–RC–87	Merry Brothers Brick & Tile Co.
13–RC–25	Midwest Forging & Manufacturing Co.
2–RC–154	Milstein, Joseph A., & Co.
1–RC–248	Minot Wood Heel Co.

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8–RC–59	Montpelier Manufacturing Co., The
13–RC–71	Monumental Life Insurance Co.
5–RC–34	Moore, Of Bedford, Inc., Moore, Sam, Chairs, Inc.
14–RC–69	Moran Shoe Co.
1–RC–86	Morgan Bros. Co.
16–RC–2	Murray Co., The.
13–RC–163	National Aluminum Manufacturing Co.
2–RC–122	National Biscuit Co.
18–RC–57	National Carbide Corp.
4–RC–40	National Lead Co., Titanium Division.
10–RC–81	Nashville Corp.
2–RC–57	Newark Transformer Co.
31–RC–1	Ohio Chemical & Manufacturing Co., The.
8–RC–16	Ohio Power Co., The.
18–RC–30	Oskaloosa Produce Co., J. Van Zetten & A. L. Shannon, d/b/a.
32–RC–33	Ozark Dam Constructors, Inc.
10–RC–25	Parke Belt Co.
9–RC–56	Patton Manufacturing Co., The.
1–RC–23	Pfeffer Mfg. Co.
35–RC–27	Pierson-Hollowell Co., Inc.
6–RC–1	Pittsburgh Limestine Corp., Kaylor plant.
3–RC–42	Precision Castings Co., Inc.
1–RC–35	Preferred Oil Co., Olindo Gallucio, d/b/a.
1–RC–9	Puritan Chevrolet, Inc.
6–RC–9	Radio Corp. of America.
33–RC–7	Ravel Bros.
1–RC–93	Remington Rand, Inc.
17–RC–78	Rice-Stix Dry Goods Co., Factory No. 15.
5–RC–25	Richmond Lumber Co. & Building Supply Co.
1–RC–163	River Point Finishing Co.
9–RC–73	Rose, Morton M., Co.
19–RC–31	S. & W. Milling Co., Inc.
14–RC–37	St. Louis Public Service Co.
1–RC–27	Salter Mills Co., M. Salter & Sons.
8–RC–48	Schwartz, R. H., Rubber Co.
10–RC–7	Sheffield Iron & Steel Co.
9–RC–9	Siegel, Henry I., & Co., Inc.
13–RC–173	Sinclair Refining Co.
10–RC–4	Southeastern Industries, Inc.
32–RC–1	Southern Central Co.
10–RC–115	Southern Iron & Equipment Co.
10–RC–41	Southern Sole Co.
13–RC–26	Spencer Cardinal Corp.
2–RC–60	Squibb, E. R., & Sons.
1–RC–45	Standard Romper Co.
2–RC–93	Starrett Bros.
9–RC–6	Steel Products Engineering Co., The.
14–RC–3	Steelweld Equipment Co.
34–RC–35	Sterling Cotton Mill.
1–RC–111	Sun Chemical Co.
4–RC–14	Sun Ship Building & Dry Dock Co.
2–RC–215	Terry Tissue Corp.
5–RC–29	Thalhimer Brothers, Inc.
4–RC–24	Thonet Brothers, Inc.
20–RC–65	Treasure Island Food Products.
1–RC–199	United Chocolate Refiners, Inc.
20–RC–14	United States Pipe & Manufacturing Co.
5–RC–41	Universal Moulded Products Corp.
10–RC–3	Veneer Manufacturing Co., Plant No. 1.
37–RC–6	Wagon Wheel, Inc.
18–RC–32	Wells, Marshall, Co.
13–RC–50	West Central Broadcasting Co.
16–RC–15	Western Foundry Co.
2–RC–6	Western Gateway Broadcasting Co.
16–RC–45	Westex Boot & Shoe Co.
6–RC–24	Williams Grove Clay Products Co., Inc.
20–RC–10	Wine Growers Guild, Central Cellars Lodi.

3. LMRA—RM cases

18–RM–4	Ahonen Lumber Co.
2–RM–22	Ehlenberger, George, & Co., Inc.
18–RM–2	Engineering Research Associates, Inc.
6–RM–3	Katz Food Products Co.
3–RM–1	Loewenstein, Hermann, Inc.
1–RM–8	Morgan Bros. Co.
2–RM–18	Saxon Steel Service, Inc.

4. LMRA—RD cases

10–RD–12	Acme Boot Manufacturing Co., Inc.
14–RD–3	Barrett Equipment Co.
4–RD–6	Burry Biscuit Corp.
5–RD–4	Colonial Hardwood Flooring Co., Inc.
2–RD–23	Cross Paper Products Corp.
3–RD–9	Du Pont, E. I., de Nemours Co.
1–RD–15	East Greenwich Dairy Co., Inc.
10–RD–19	Federal-Mogul Corp.
18–RD–2	Free Press Co.
2–RD–14	Freund, Joseph, Knitting Mills, Inc.
10–RD–8	Harris Foundry & Machine Co.
1–RD–17	Hawridge Brothers Co., Inc.
21–RD–10	Hollyvogue Sportswear.
13–RD–1	Illinois Bell Telephone Co.
16–RD–6	International Harvester Co.
16–RD–9	International Harvester Co.
4–RD–2	Kraft Foods Co.
1–RD–4	Limerick Yarn Mills.
1–RD–3	Magnesium Casting Co.
4–RD–4	Plastoid Corp.
21–RD–4	Riley's Lemon Pies, J. Riley Rackliffe, d/b/a.
21–RD–5	Riley's Lemon Pies, J. Riley Rackliffe, d/b/a.
1–RD–5	Snow & Nealey Co.
6–RD–2	Solar Electric Corp.
2–RD–15	Standard Brands, Inc.
13–RD–3	Unique Manufacturing Co.
9–RD–20	Univis Lens Co., The.
21–RD–2	West Coast Paperboard Mills.
8–RD–3	Westinghouse Electric Corp.
1–RD–6	Whitin Machine Works.

B. *Cases decided on the basis of stipulated election*

1. NLRA—R cases

13–R–4531	Accurate Spring Manufacturing Co.
14–R–1766	American Radiator & Standard Sanitary Corp.
10–R–2402	Armco Drainage & Metal Products, Inc.
5W–R–50	Behnson Co., The.
13–R–4532	Bear Manufacturing Co.
1–R–3904	Bird Machine Co.
14–R–1823	Celotex Corp., The.
9–R–2749	Central Carton Co., The.
13–R–4221	Chicago Metal Hose Corp.
13–R–4541	Colbourne Manufacturing Co.
2–R–7751	Columbia Metal Frame Co.
2–R–7924	Consolidated Wire Products.
5–R–3038	Cudahy Packing Co., The.
1–R–3899	Curtman Co., Inc., The.
13–R–4486	Daniel-Kummer Engraving Co.
14–R–1821	Danuser Machine Co.
19–R–2100	Deere-Lindeman, John Co.
4–R–2750	Earl Gear & Machine Co., The.
20–R–2292	Frigidaire Sales Corp.
2–R–7985	General Electric Co.
13M–R–30	General Electric X-ray Corp.
8–R–2696	General Motors Corp.
16–R–2412	General Motors Corp., G. M. C. Truck & Coach Division.
5–R–3017	Goldenberg Co., The.
9–R–2737	International Harvester Co.
20–R–2313	KSMO, Radio Station, Amphlett Printing Co., d/b/a.
4–RE–34	Krueger Brewing Co.
14–R–1792	Lewin-Mathis Co.
10–R–2673	Liggett Drug Store Co., Inc.
16–R–2064	M. & V. Tank Co., Inc.
13–R–3744	Mackie-Lovejoy Manufacturing Co.

13–R–4527	Miley, L. J., Co., Inc.
19–R–2159	Montgomery Ward & Co.
19–R–2189	Montgomery Ward & Co.
19–R–2167	Pacific Airmotive Corp.
20–R–2311	Pacific Airmotive Corp., Oakland Branch.
13–R–4368	Peanut Specialty Co.
13–R–4446	Peoria Casket Co.
9–R–2759	Pfening, Fred D., Co., The.
13–R–4543	Productive Equipment Corp.
14–R–1795	Public Ice Service Co.
20–R–2194	Remington Rand, Inc.
14–R–1384	Sohio Pipe Line Co.
6–R–1742	Sperti Foods, Inc.
13–R–4529	Star Machine, Inc.
9–R–2750	Strobridge Lithographic Co., The.
5W–R–127	Textron Southern, Inc.
19P–R–53	Tide Water Associated Oil Co.
14–R–1730	Union Starch & Refining Co.
13–R–4483	United States Industries Chemicals, Inc.
13–R–4417	United States Rubber Co.
10–R–2809	Wehadkee Yarn Mill, Chinabee Mill Division.
6–R–1733	Westinghouse Electric Corp.

2. LMRA—RC cases

13–RC–86	A. B. T. Manufacturing Co.
13–RC–92	A. B. T. Manufacturing Co.
17–RC–142	Acme Foundry & Machine Co.
18–RC–94	Addressograph Sales Agency.
35–RC–12	Admiral Corp.
2–RC–39	Aircraft Parts & Tool Manufacturing Co.
13–RC–27	Alco-Deree Co.
13–RC–28	Alco-Deree Co.
14–RC–119	Alco Valve Co.
14–RC–16	All-Die, Inc.
14–RC–141	American Asphalt Roof Corp.
17–RC–95	American Asphalt Roofing Co.
1–RC–329	American Belt Co. (formerly Atlas Felt Products).
13–RC–213	American Brake Shoe Co., American Forge Division, Upset Plant.
14–RC–304	American Brake Shoe Co., Ramapo Ajax Division.
10–RC–134	American Calendar Co.
1–RC–146	American Can Co., Lubec Maine Plant.
4–RC–20	American Cyanamid Co., Calco Chemical Division.
14–RC–88	American Lithofold Corp.
5–RC–5	American Machine Development Corp.
14–RC–268	American Stove Co., St. Louis Division.
5–RC–69	American Suppliers, Inc.
31–RC–14	American Welding & Engineering Corp.
1–RC–161	Anderson Engineering Co.
14–RC–71	Anheuser-Busch, Inc.
5–RC–3	Appalachian Electric Power Co.
13–RC–100	Arcola Foundry & Manufacturing Co.
15–RC–74	Arkansas Fuel Oil Co.
13–RC–63	Arlington Seating Co.
2–RC–23	Armour & Co.
13–RC–83	Armour & Co.
16–RC–26	Armour & Co.
2–RC–209	Arrow Manufacturing Co., Inc.
14–RC–145	Atlas Leather Co.
14–RC–55	Autocar Sales & Service Co.
14–RC–125	Automatic Devices, Inc.
8–RC–40	Babcock Printing Press Corp.
21–RC–17	Bagdad Copper Corp.
13–RC–185	Bakelite Corp.
1–RC–22	Baker Ice Machine Co., Inc.
16–RC–102	Baker Oil Tools, Inc.
13–RC–144	Barnes & Reinecke, Inc., Shoeberg Division of.
7–RC–6	Bechtold Upholstering Co.
21–RC–26	Bemis Bros. Bag Co.
4–RC–101	Berks Building Block Corp.
14–RC–289	Bianco Upholstering Co.
1–RC–362	Blake Manufacturing Corp.
17–RC–15	Blended Products, Inc.
2–RC–307	Bliss, E. W., Co.
13–RC–93	Blue Island Specialty Co., Inc.
4–RC–149	Boiardi Steel Corp.
2–RC–364	Bolinders Co., Inc.

13–RC–134	Borden Co., The.
31–RC–21	Borg, George W., Corp.
2–RC–195	Brassner Manufacturing Co., Inc. & Bryam Plating Co.
1–RC–351	Brown Co.
17–RC–85	Brown, Sam, Auto Parts Distributing Co.
10–RC–186	Buckeye Cotton Oil Co.
14–RC–264	Buckeye Cotton Eye Oil Co., The.
3–RC–4	Buffalo Tool & Die Manufacturing Co.
18–RC–87	Burlington Truck Lines, Inc.
4–RC–30	Camden County Beverage Co.
10–RC–1	Carbide & Carbon Chemical Corp., The.
10–RC–91	Certain-Teed Products Corp.
10–RC–98	Certain-Teed Products Corp.
14–RC–25	Central Die & Supply Co.
14–RC–302	Central Fire Truck Corp.
14–RC–282	Century Brass Works, Inc.
5–RC–40	Chesapeake & Potomac Telephone Co. of West Virginia.
2–RC–320	Chris Craft Textile Co.
2–RC–68	Citro Chemical Co. of America.
37–RC–3	City Welding Co., Ltd.
14–RC–157	Clearview Equipment & Manufacturing Co.
18–RC–23	Clinton Garment Co., The.
1–RC–88	Clover Bead & Jewelry Co., Inc.
34–RC–1	Cocker Machine & Foundry Co.
14–RC–214	Colonial Baking Co.
14–RC–76	Columbia Brewing Co.
14–RC–205	Columbia Motors Service Co.
14–RC–204	Columbia Terminals Co.
35–RC–16	Columbus Process Co., Inc.
14–RC–208	Commercial Stoker Repair Co.
14–RC–323	Complete Auto Transit, Inc.
13–RC–59	Conkey, H. D., & Co.
16–RC–63	Consolidated Vultee Aircraft Corp.
34–RC–34	Continental Furniture Co.
13–RC–46	Craft Manufacturing Co.
18–RC–17	Crankshaft Service Co., Inc.
14–RC–103	Curran Printing Co.
14–RC–9	D & S Pulley Co.
13–RC–58	Daniels-Kummer Engraving Co.
18–RC–35	Daniels Manufacturing Co.
14–RC–43	Darling & Co..
18–RC–16	Davison Chemicals Corp., The.
16–RC–56	Dearborn Stove Co.
1–RC–152	Dedham Transfer Co., Inc.
18–RC–44	Deere, John, Des Moines Works.
18–RC–43	Deere Manufacturing Co., John Deere Des Moines Works.
18–RC–47	Deere Manufacturing Co., John Deere Des Moines Works.
18–RC–85	Delman Corp., The.
10–RC–122	Delmar Cabinet Co., Inc.
2–RC–313	Detroit Mold Engineering Co.
10–RC–52	Dickey, W. S., Clay Manufacturing Co.
16–RC–44	Dickey, W. S., Clay Manufacturing Co.
9–RC–32	Dieckbrader, R. E.
14–RC–153	Diestal Tool & Die Co.
14–RC–183	Diestal Tool & Die Co.
5–RC–19	Dobson Hosiery Mills.
1–RC–162	Doelcam Corp.
34–RC–33	Drexel Furniture Co.
34–RC–52	Drexel Furniture Co.
13–RC–14	Droll, J. W., Co.
14–RC–28	Dunham, Co., The.
6–RC–88	Duquesne Light Co.
6–RC–90	Duquesne Light Co.
14–RC–89	Duro-Chrome Corp.
14–RC–202	Dyer & O'Hare Hauling Co.
1–RC–304	Eastern Industries, Inc.
7–RC–11	Eaton Furniture Shop.
14–RC–20	Echo Supplies Co.
13–RC–37	Edelmann, E., & Co.
13–RC–44	Edelmann, E., & Co.
18–RC–125	Electric Service System, Inc.
5–RC–53	Emerson & Orme.
7–RC–5	Erstein, Bernard L., Co., Inc.
2–RC–225	Esso Standard Oil Co.
1–RC–181	Fairmont Foods Co.
14–RC–72	Falstaff Brewing Corp.
18–RC–8	Faribault Woolen Mills.
7–RC–12	Firestone Tire & Rubber Co.
5–RC–60	Fisher Brush Machinery Corp.
8–RC–90	Flexible Co., The.
14–RC–22	Foley Hallquist Die Co.

3–RC–82	Food Machinery Corp.
35–RC–7	Food Machinery Corp., Peerless Pump Division.
4–RC–152	Ford Motor Co., Lincoln-Mercury Plant.
2–RC–55	Four Plating Co., Inc.
4–RC–10	Friedrich & Dimmock, Inc.
14–RC–267	Fulton Iron Works Co.
2–RC–186	Garden State Bus Lines & Intercity Transportation.
13–RC–9	Gardner Wire Co.
6–RC–5	Gem Manufacturing Co.
9–RC–22	General Cigar Co., Inc.
14–RC–131	General Conveyor & Manufacturing Co.
17–RC–120	General Diecasting Co.
21–RC–287	General Electric Appliance, Inc.
10–RC–108	General Electric Co.
13–RC–35	General Electric Co.
13–RC–161	General Electric Co.
3–RC–64	General Electric Supply Corp.
5–RC–124	General Electric Supply Corp.
14–RC–184	General Metal Products Co.
1–RC–202	General Mills, Inc., Farm Service Division.
2–RC–96	General Motors Corp., United Motors Service Division of.
4–RC–129	General Motors Corp.
7–RC–61	General Motors Corp., AC Spark Plug Division.
10–RC–152	General Motors Corp., Buick, Oldsmobile & Pontiac Division.
13–RC–120	General Motors Corp., Edelco Radio Division.
13–RC–156	General Motors Corp., Electromotive Division.
17–RC–30	General Motors Corp.
17–RC–36	General Motors Corp., United Motor Service, Division of.
18–RC–91	General Motors Corp.
21–RC–135	General Motors Corp., Truck & Coach Division.
5–RC–100	General Outdoor Advertising Co.
17–RC–3	General Steel Products Co.
9–RC–5	Gil Galyean Co., The.
13–RC–192	Globe Valve Corp.
1–RC–101	Goodrich, B. F. Co., The Hood Rubber Co., Division of.
4–RC–50	Goodrich, B. F., Co., The Hood Rubber Co., Division of.
4–RC–51	Goodrich, B. F. Co.
8–RC–19	Goodrich, B. F. Co.
17–RC–26	Goodyear Tire & Rubber Co., The.
2–RC–380	Gould Woven Label Co.
21–RC–70	Grand Central Airport Co.
20–RC–70	Grass Valley Lumber Co.
14–RC–75	Griesediek Brothers Brewery Co.
14–RC–171	Griesediek Western Brewing Co.
16–RC–109	Gulf Refining Co., Houston Pipe Line Division.
1–RC–193	Gum Products, Inc.
1–RC–221	H & B American Machine Co.
20–RC–137	Hassler Lumber Co.
20–RC–167	Hassler Lumber Co.
23–RC–1	Hawaii Welding Co.
14–RC–4	Heeter Koelling Metal Co.
20–RC–10	Helipot Corp.
1–RC–352	Henry & Wright Manufacturing Co., The.
1–RC–292	Hercules-Campbell Body Co., Inc.
8–RC–104	Hercules Stamping Co.
8–RC–113	Hill, F. H., Co., Inc.
13–RC–186	Hill-Kastien Automotive Machine & Parts Co.
2–RC–19	Hinnekens Machine Co., Inc.
37–RC–11	Honolulu Rapid Transit Co., Ltd.
1–RC–122	Horne, J. H., & Sons.
31–RC–9	Hotpoint, Inc.
2–RC–111	Hudson Fixture Co.
31–RC–3	Huebch Manufacturing Co.
16–RC–126	Humble Oil & Refining Co.
13–RC–178	Humphrey & Sons Co.
18–RC–9	Huot Manufacturing Co.
14–RC–74	Hyde Park Breweries Association, Inc.
14–RC–283	Ideal Stencil Machine Co.
13–RC–60	Illinois Sand & Gravel Co.
14–RC–19	Independent Die Co.
14–RC–196	Independent Engineering Co.
5–RC–107	Inta-Roto Machine Co., Inc., The.
1–RC–64	International Harvester Co.
1–RC–95	International Harvester Co.
9–RC–19	International Harvester Co.

13–RC–199	International Harvester Co., Motor Truck Parts Department.
17–RC–5	International Harvester Co.
20–RC–3	International Harvester Co.
32–RC–20	International Harvester Co.
2–RC–45	International Nickel Co., Inc.
14–RC–266	International Oil Burner Co.
13–RC–210	International Register Co.
17–RC–172	Interstate Bakeries, Inc.
33–RC–3	Isbell Construction Co.
33–RC–4	Isbell Construction Co.
14–RC–215	Jackes-Evans Manufacturing Co.
2–RC–240	Jenkins Bros., Inc.
1–RC–183	John, B., Manufacturing Co., The.
14–RC–6	John's Body Co.
14–RC–247	Johnson, William C., & Sons Machinery Co.
5–RC–7	Jordan, Thaden, Furniture Corp.
21–RC–149	KOBL Radio Station.
18–RC–6	KSTP, Inc.
17–RC–83	Kansas City Coca-Cola Bottling Co.
17–RC–56	Kansas City Star Co.
14–RC–45	Karr Range Co.
1–RC–260	Kenny Manufacturing Co.
13–RC–132	Kent Distributors, Inc.
14–RC–146	Key Co.
14–RC–147	Key Co.
1–RC–312	Kiley, James A., Co.
14–RC–12	Knapheide Manufacturing Co.
14–RC–272	Knapp-Monarch Co.
14–RC–152	Knight, W. B., Machinery Co.
14–RC–169	Laclede-Christy Clay Products Co.
14–RC–181	Lambert Engineering Co.
4–RC–3	Lamont Gear & Machine Co.
1–RC–119	Lang Jewelry Co.
14–RC–190	Lasalco, Inc.
14–RC–230	Lehmann Machine Co.
14–RC–126	Lewis Invisible Stitch Machine Co.
2–RC–10	Liberty Products Corp.
18–RC–31	Liberty Products Manufacturing Co.
6–RC–19	Linde Air Products Co.
8–RC–57	Linde Air Products Co.
8–RC–58	Linde Air Products Co.
8–RC–73	Linde Air Products Co.
10–RC–143	Linde Air Products Co.
10–RC–144	Linde Air Products Co.
16–RC–12	Linde Air Products Co.
35–RC–20	Linde Air Products Co.
35–RC–21	Linde Air Products Co.
2–RC–205	Linotone Corp.
14–RC–116	Loose Leaf Metals Co.
1–RC–121	McCristy, W. A., Co., The.
6–RC–12	McCrosky Tool Corp.
13–RC–10	McGill Metal Products Co.
13–RC–117	McGuire Industries, Inc.
16–RC–118	McKissick Products Corp.
10–RC–160	M & M Clays, A. R. Mohr & Homer M. Mier, d/b/a.
4–RC–150	Mack-International Motor Truck Corp.
16–RC–116	Magnolia Petroleum Co.
1–RC–38	Malkin Motor Freight Co.
14–RC–284	Marsh Stencil Machine Co.
14–RC–104	Marstan Typewriter Co.
13–RC–79	Masterform Tool Co., Barbara K. Tittington.
37–RC–1	Maui Publishing Co., Ltd.
13–RC–88	Maxant Button & Supply Co.
4–RC–6	Merchant Calculating Machine Co.
2–RC–41	Metal Etching Corp.
13–RC–154	Metropolitan Chevrolet Co.
14–RC–307	Meyer, Charles, & Co.
13–RC–91	Midland Die & Engraving Co.
13–RC–11	Midwest Tool Works.
18–RC–51	Minneapolis Electric Steel Casting Co.
18–RC–53	Minneapolis Honeywell Regulator Co.
4–RC–138	Mita, Frank P., & Co.
21–RC–292	Mitchell Camera Corp.
14–RC–185	Modern Engineering Co., Inc.
20–RC–139	Moline Power & Implement Co.
17–RC–143	Monarch Machine Co.
10–RC–21	Montgomery Ward & Co.
21–RC–180	Montgomery Ward & Co.
21–RC–247	Montgomery Ward & Co.
17–RC–178	Muehlebach, George, Brewing Co.
17–RC–144	Mueller, Paul, Co.
9–RC–15	Murray Manufacturing Co., The.

10–RC–113	National Paper Co.
13–RC–70	National Sheet Metal Co.
18–RC–64	National Tea Co.
1–RC–24	National Tool & Findings Co., Inc.
2–RC–316	National Transportation Co., Inc.
8–RC–88	National Tube Co., The.
13–RC–203	Nelson, L. R., Manufacturing Co., Inc.
2–RC–361	Neptune Meter Co.
2–RC–362	Neptune Meter Co.
14–RC–161	Nestle's Milk Products, Inc.
14–RC–237	Nestle's Milk Products, Inc.
2–RC–321	Neuss & Hesslein Co., Inc.
5–RC–49	New Jersey Zinc Co., The.
17–RC–86	Newlin-Mosbacher Co., Inc.
14–RC–203	Nordberg Manufacturing Co.
18–RC–90	Northwestern Aeronautical Co.
13–RC–158	Northwestern Telephone Co.
18–RC–27	North West Publications, Inc., St. Paul Dispatch Pioneer Press.
10–RC–96	Oakley Co., Inc., The.
30–RC–74	Ohio Oil Co., The, Producing Department, Unit Operator.
16–RC–128	Oil City Brass Works.
16–RC–156	Orbit Valve Co.
30–RC–66	Oriental Refining Co.
14–RC–243	Ortleb Machinery Co.
9–RC–8	Owensboro Forging Co., The.
17–RC–114	Pacific Airmotive Corp.
37–RC–9	Pacific Frontier Broadcasting Co., Ltd.
21–RC–162	Pacific Press, Inc.
18–RC–73	Page & Hill Co.
1–RC–289	Parker Bros., Inc.
5–RC–50	Paul Knitting Mills, Inc.
14–RC–77	Pavyer Printing Machinery Works.
10–RC–51	Peerless Pipe & Foundry Co. Inc.
10–RC–85	Pekor Iron Works.
4–RC–102	Penn Industrial Chemical Corp.
34–RC–40	Penney, J. C., Co.
4–RC–2	Petroleum Heat & Power Co. of Pennsylvania.
18–RC–18	Pillsbury Mills, Inc.
2–RC–279	Plastylite Corp.
1–RC–112	Plax Corp.
30–RC–12	Port Collins Producing Corp.
14–RC–148	Portnoy Garment Co.
2–RC–231	Procter & Gamble Co.
14–RC–26	Progressive Service Co.
2–RC–31	Purolator Products, Inc.
2–RC–32	Purolator Products, Inc.
2–RC–33	Purolator Products, Inc.
13–RC–19	Quaker Oats Co., The.
2–RC–65	RCA Service Co., Inc.
2–RC–239	RCA Service Co., Inc.
2–RC–245	RCA Service Co., Inc.
2–RC–291	RCA Service Co., Inc.
2–RC–335	RCA Service Co., Inc.
2–RC–384	RCA Service Co., Inc.
4–RC–121	RCA Service Co., Inc.
5–RC–57	RCA Service Co., Inc.
21–RC–189	RCA Service Co., Inc.
2–RC–343	Radio Corp. of America, Inc.
21–RC–13	Radio Recorders.
14–RC–24	Randolph Cutting Die Co.
16–RC–127	Rector Well Equipment Co.
18–RC–45	Red Owl Stores, Inc.
18–RC–81	Red Owl Stores, Inc.
13–RC–151	Reflector Hardware Corp.
5–RC–116	Remington-Rand, Inc.
5–RC–122	Reo Washington Co., Inc.
14–RC–128	Republic Die Casting Co.
16–RC–80	Rex Baking Co.
17–RC–106	Rex Welder & Engineering Co.
10–RC–30	Reynolds Brothers Lumber Co.
17–RC–19	Reynolds Manufacturing Co.
17–RC–145	Reynolds Manufacturing Co.
13–RC–180	Richlit Manufacturing Co.
36–RC–6	Rilco Laminated Products, Inc.
17–RC–154	Robinson Packer Co.
3–RC–91	Roelin Engraving Works, Inc.
18–RC–28	Rollco, Inc.
3–RC–31	Rowell, E. N., Co. Inc.
2–RC–134	S & H Bearing & Manufacturing Co.
32–RC–15	Safeway Stores, Inc.
14–RC–33	St. Louis Black & White Cabs, Inc.
14–RC–35	St. Louis Flying Service, Kratz Corp., The, d/b/a.
14–RC–124	St. Louis Hospital Equipment Co., Inc.
14–RC–29	St. Louis Mill Equipment Co.
1–RC–53	Sandsea, Inc.
14–RC–156	Sauer, L. E., Machine Co.
21–RC–219	Schaible Co.
2–RC–323	Schilling, J. L., Corp.

21–RC–227	Schwien, L. N., Engineering Co.
5–RC–35	Seaboard Salvage Co.
13–RC–139	Sebastin Hat Co., Edward F. Swartzloff & Otto R., d/b/a.
2–RC–236	Sedgwick Machine Works, Inc.
18–RC–68	Selmix Dispenser Corp.
13–RC–62	Shafer Bearing Corp.
16–RC–119	Shamrock Oil & Gas Corp.
1–RC–201	Shannoc Narrow Fabric Co., Trimtex Division of.
8–RC–114	Shelby Salesbook Co.
14–RC–115	Shell Oil Co., Inc., Wood River Refinery.
2–RC–187	Sinclair Refining Co.
5–RC–8	Sinclair-Scott Co., The.
4–RC–115	Skyline Hosiery Co.
17–RC–42	Smith-Dorsey Co., The.
18–RC–75	Smith, Hinchman & Grylls, Inc.
10–RC–61	Southeastern Metals Co.
14–RC–229	Southern Equipment Co.
14–RC–187	South Side Machine Co.
14–RC–285	Specialty Tool Manufacturing Co.
18–RC–49	Speedometer Service & Accessories Co., Inc.
19–RC–55	Spokane Dry Goods Co., d/b/a The Crescent.
17–RC–29	Springfield Grocery Co.
9–RC–41	Springfield Leather Products Co., The.
2–RC–226	Standard Gage Co., Inc.
14–RC–244	Standard Machine & Manufacturing Co.
1–RC–431	Standard Machinery Co.
9–RC–67	Standard Oil Co.
9–RC–68	Standard Oil Co.
20–RC–164	Standard Oil Co. of California Motor Transport Department.
30–RC–14	Standard Oil Co. of Indiana.
1–RC–10	Stanley Works, The Preston Plant.
16–RC–36	Star Engraving Co.
14–RC–172	Star Peerless Brewing Co.
14–RC–278	Staunton Telephone Co.
35–RC–15	Stedman Foundry & Machine Works, Inc.
14–RC–118	Sterling Aluminum Products, Inc.
2–RC–142	Stern, I., & Co., Inc.
1–RC–173	Stibbs Transportation Lines, Inc.
3–RC–68	Stromberg-Carlson Co.
13–RC–78	Studebaker Machine Co.
10–RC–218	Sunshine Biscuit Co., Inc.
14–RC–17	Superior Cutting Die Co.
14–RC–188	Swaine, Fred J., Manufacturing Co.
9–RC–99	Swift & Co.
10–RC–193	Swift & Co.
16–RC–25	Swift & Co., Houston Texas Oil Mill.
31–RC–26	Swift & Co., Food Division.
3–RC–88	Syracuse Auto Parts, Inc.
17–RC–21	Tamko Asphalt Products Co.
13–RC–145	Taylor Engineering Co., The.
10–RC–28	Tennessee Coach Co.
16–RC–70	Texas Co., The, Port Arthur Works & Terminal.
10–RC–101	Textile Broadcasting Co., Radio Station WMRC.
4–RC–94	Textile Machine Works, Inc.
30–RC–29	Thermo Petroleum Co.
13–RC–20	Todt, R. G., Co.
13–RC–1	Tousey Varnish Co.
1–RC–344	Underwood Corp., New Hartford Plant.
5–RC–12	Underwood Corp.
14–RC–21	Unexcelled Die & Supply Co.
13–RC–43	Union Iron Works.
18–RC–39	Unique Balance Co.
8–RC–115	United Screw & Bolt Corp.
2–RC–317	United States Galvanizing & Plating Equipment Co.
13–RC–109	United States Rubber Co.
14–RC–286	United States Smelting Furnace Co.
14–RC–18	Universal Die Co.
14–RC–154	Universal Match Corp.
18–RC–21	University Truck Sales.
1–RC–250	Vermont American Furniture Corp.
10–RC–54	Vestal Lumber & Manufacturing Co.
14–RC–90	Victory Engineering & Machine Works, Inc.
14–RC–112	Vulcan Iron Works
1–RC–39	Walsh Body & Trailer Corp.
14–RC–198	Walworth Co., East St. Louis Works.
1–RC–406	Waterbury Companies, Inc.
10–RC–31	Watkins Lumber Co.
17–RC–74	Waxide Paper Co.
15–RC–29	Weatherhead Co., The.
1–RC–251	Wells Bronze & Aluminum Corp.

4–RC–122	Well-Worth Slipper Co., Inc.
5–RC–11	Western Auto Supply Stores, Greensboro Division.
7–RC–40	Western Auto Supply Co.
21–RC–266	Western Gulf Oil Co.
17–RC–105	Western Laundry Machinery Co.
14–RC–23	Western Supplies Co.
6–RC–7	Westinghouse Electric Corp.
6–RC–15	Westinghouse Electric Corp.
6–RC–20	Westinghouse Electric Corp.
16–RC–53	Westinghouse Electric Corp.
20–RC–51	Westinghouse Electric Corp.
14–RC–143	Westinghouse Electric Supply Co.
20–RC–156	Westinghouse Electric Supply Co.
4–RC–9	WFIL, Triangle Publications, Philadelphia Inquirer, d/b/a.
1–RC–381	White Fuel Corp.
3–RC–63	White Motor Co., The.
16–RC–94	White Motor Co., The.
35–RC–8	White Motor Co., The.
14–RC–54	White Motor Truck Co., The.
13–RC–118	Wiebolt Stores, Inc.
8–RC–10	Wiggins Industrial Research Co.
17–RC–7	Wilde Drop Forge & Tool Co.
10–RC–42	Wilson & Co.
17–RC–155	Winkel Man Diecasting Co.
3–RC–1	Wise, J. B., Inc.
9–RC–39	Wocher, Max & Son, Co., The.
9–RC–24	Wright-Bachman Lumber Co.
1–RC–339	Wyoming Valley Paper Mill.

3. LMRA—RM cases

9–RM–11	American Cyanamid Co., Calco Chemical Division.
2–RM–46	American Felt Co.
21–RM–48	Bells-International Pictures.
18–RM–18	Farwell Ozmun Kirk & Co., Farwell Metal Fabricating Division.
18–RM–20	Federal Aircraft Works.
9–RM–8	Gallaher Drug Co., The.
5–RM–8	Hampden Transfer & Storage Co., The.
21–RM–18	Holm, Walter, & Co.
13–RM–18	Kautenberg, W. E., Co.
1–RM–6	Providence Body Co.
10–RM–5	Reynolds Brothers Lumber Co.
3–RM–24	Roehlin Engraving Works, Inc.
3–RM–17	Rowell, E. N., Co., Inc.
18–RM–9	St. Paul Machinery Manufacturing Co.
10–RM–7	Southern Metal Co., Inc.
14–RM–3	Southwestern Bell Telephone Co.
6–RM–2	Sperti Foods, Inc.
13–RM–8	Union Motor Coach Terminal Co., a Corporation.
10–RM–4	Watkins Lumber Co.
10–RM–6	Wehadkee Yarn Mills, Inc.

4. LMRA—RD cases

16–RD–26	Atlantic Refining Co., The.
4–RD–7	Rohm & Haas Co.
2–RD–28	S & H Bearing & Manufacturing Co.

C. *Cases dismissed on the basis of the record*

1. NLRA—R cases

14–R–1754	American Fixture & Manufacturing Co.
10–R–2716	American Manufacturing Co.
2–R–7759	American Packing Co.
13–R–4410	Automatic Electric Co., The.

4–R–2715	Baldwin Locomotive Works, The.
19–R–2172	Bunker Hill & Sullivan Mining & Concentrating Co.
21–R–4090	California Walnut Growers Association.
19–R–2128	Cedargreen Frozen Pack Corp.
19–R–2173	Coeur D'Alene Mining Corp.
21–R–4020	Colonial Radio Co.
14–R–1603	Combustion Engineering Co., Inc.
8–R–2720	Consolidated Steamship Co.
2–R–7418	Consolidated Telegraph & Electrical Subway Co.
19–R–2168	Day Mines, Inc.
5–R–2886	Delaware Knitting Co., Inc.
16–R–1964	Denver Producing & Refining Co.
9–R–2764	Dunbar Glass Corp.
5W–R–28	French Broad Electric Membership Corp.
1–R–3743	Gair, Robert Co., Inc.
1–R–3759	Great Atlantic & Pacific Tea Co., The.
16–R–2155	Hardwicke-Etter Co.
2–R–7922	Hardy Plastics & Chemical Corp.
16–R–2427	Hom-Ond Food Stores, Inc.
5W–R–117	Hudson Hosiery Co.
14–R–1714	Illinois Power Co.
13–R–4271	International Harvester Co.
19–R–2194	Interstate Telephone Co.
17–R–1701	Kansas City Star Co., The.
1–R–3768	Lehrolite, Inc.
5W–R–2567	Liberty Hosiery Mills, Inc.
4–R–2681	Link-Belt Co., The.
9I–R–1356	Mayer, George J., Co.
17–R–1806	Montgomery Ward & Co., Inc.
13–R–4414	Monumental Life Insurance Co.
5W–R–84	Myrtle Desk Co.
9–R–2678	National Carbide Corp.
8–R–2476	National Tube Co.
19–R–2065	Pacific Car & Foundry Co.
5W–R–2775	Patterson Mills
4–R–2735	Pomeroy's, Inc.
14–R–1699	St. Louis Public Service.
1–R–3621	Scovill Manufacturing Co.
6–R–1744	Sharon Herald Co., The.
21–R–4036	Southwest Lumber Mills, Inc.
20–RE–56	Standard Brands, Inc.
13–R–4523	Standard Oil Co. of Indiana, Whiting Refinery.
16–R–2345	Texas Paper Box Manufacturing Co.
14–R–1796	Vevier Loose Leaf Co.
10–R–2793	Wilson & Co., Inc.

2. LMRA—RC cases

13–RC–22	American Cabinet Hardware Corp.
9–RC–7	American Container Co.
14–RC–27	Borg-Warner Corp., Norge Division.
13–RC–40	Chiniquy, William F,. Co.[1]
14–RC–34	Dazey Corp.
18–RC–12	General Mills, Inc., Mechanical Division.
7–RC–102	General Motors Corp., Cadillac Motor Car Division.
15–RC–5	Green Lumber Co., The.
16–RC–68	Hom-Ond Food Stores, Inc.
36–RC–1	Iron Fireman Manufacturing Co., The.
2–RC–56	Jensen, George, Inc.
2–RC–29	Kove, L. O., & Bros., Inc.
21–RC–66	Lane-Wells Co.
1–RC–52	Lynn Gas & Electric Co.
16–RC–58	Magnolia Paper Co.[1]
1–RC–172	Paulis Silk Mill, Inc.
10–RC–58	Roane-Anderson Co.

[1] Decision permitted withdrawal of petition.

35-RC-9 Schenley Distilleries, Inc., Old Quaker Division.
14-RC-111 Shampaine Co.
1-RC-85 Smith & Wesson Co.
8-RC-18 Standard Oil Co. of Ohio.
7-RC-44 United States Gypsum Co.
2-RC-109 Whiteford Plastics Co., Inc.

3. LMRA—RM cases

21-RM-36 Ballerino, Louella, a California Corp.
21-RM-29 Johnson, De De.
13-RM-3 Ny-Lint Tool & Manufacturing Co., Bernard & Grace Klint, et al, d/b/a.

4. LMRA—RD cases

2-RD-7 Ceco Steel Products Corp.[1]
9-RD-5 Cronin Motor Co., Inc.
34-RD-6 Duke Power Co.
2-RD-13 Goodman, A. S., & Sons.
4-RD-9 Lehigh Valley Broadcasting Co.
30-RD-3 Merris, Clyde J., Individual Owner.
20-RD-2 Moore Dry Dock Co.
2-RD-4 Norwich Pharmacal Co., The.
9-RD-7 Queen City Warehouse, Inc.
30-RD-1 Riggs Optical Co.
10-RD-16 Southern Iron & Equipment Co.
2-RD-9 Terrytoons, Inc.
2-RD-2 Underwriters Salvage Co. of New York.[1]
16-RD-3 Willborn Bros. Co., Inc.

D. *Cases in which the Board issued a decision following a prehearing election*

1. NLRA—R cases

9-R-2693 Carrollton Furniture Manufacturing Co.
4-R-2579 Evans, S. W., & Son.
2-R-7743 Farmer Feed Co.
18-R-1887 Grede Foundry, Inc., Iron Mountain Division.
4-R-2543 Lehigh River Mill, Inc.
5W-R-2678 Morowebb Cotton Mills Co.
2-R-7880 N. A. P. A., New York Warehouse, Inc.
20-R-2250 Wasatch Oil Refining Co.

III. Union Shop Authorization Cases

A. *Cases in which elections were directed*

17-UA-8 Brinks Inc.
2-UA-87 Eastwood, Benjamin Co.
35-UA-121 Universal Carloading & Distributing Co.

B. *Cases decided on the basis of stipulated elections*

13-UA-451 Acme Visible Records, Inc.
13-UA-954 Acme Visible Records, Inc.
2-UA-1475 American Felt Co.
35-UA-1 Automatic Control Engineers, Inc.
35-UA-6 Bedford Foundry & Machine Co.
35-UA-8 Bedford Foundry & Machine Co.
35-UA-52 Bedford Foundry & Machine Co.
35-UA-34 Bell Bakeries, Inc.

[1] Decision permitted withdrawal of petition.

2–UA–3348	Chivers Book Binding Co.
35–UA–11	Cook, A. D., Inc.
21–UA–303	Douglas Aircraft Co., Inc.
17–UA–666	Emery Bird Thayer Dry Goods Co.
35–UA–5	Food Machinery Corp., Peerless Pump Division.
31–UA–125	Frehauf Trailer Co.
16–UA–214	General Baking Co.
13–UA–107	General Electric Supply Corp.
35–UA–114	General Electric Supply Corp.
35–UA–35	Hayes Freight Lines, Inc.
35–UA–13	Hazledine, E. T., Co.
9–UA–57	Hirlinger Tire & Motor Service, Inc.
13–UA–127	Howard Radio Co.
9–UA–20	Imperial Electric Co., The.
10–UA–78	Linde-Air Products Co.
9–UA–3	McBee Co.
13–UA–198	Marquette Cement Manufacturing Co.
13–UA–699	Masterform Tool Co. Barbara K. Tittington.
20–UA–430	Michigan-California Lumber Co.
3–UA–466	National Cash Register Co.
9–UA–24	Noma Electric Corp. of Maryland.
9–UA–75	Owensboro Forging Co.
13–UA–432	Peerless Tool & Engineering Co.
35–UA–37	Potter & Brumfield Manufacturing Co., Inc.
8–UA–399	Pure Oil Co., The Toledo Refinery.
8–UA–400	Pure Oil Co., The Toledo Refinery.
16–UA–153	Rex Baking Co.
17–UA–884	Robinson Packer Co.
4–UA–91	Rohm & Haas Co.
35–UA–32	Schenley Distilleries, Inc.
9–UA–10	Stagg, George T., Co., The.
35–UA–36	Terre Haute Brewing Co., Inc.
20–UA–112	Tidewater Associated Oil Co.
2–UA–1456	Union Carbide & Carbon Corp.
2–UA–1457	Union Carbide & Carbon Corp.
35–UA–67	Wesson Co., Indiana Railroad Division of.
35–UA–117	Wesson Co., Indiana Railroad Division of.
1–UA–1477	Westinghouse Electric Corp.
1–UA–1532	Westinghouse Electric Corp., Sturtevant Division.
1–UA–1620	Westinghouse Radio Station, Inc.
1–UA–1621	Westinghouse Radio Station, Inc.
1–UA–1626	Westinghouse Electric Corp., Sturtevant Division.
2–UA–2937	Westinghouse Electric Corp.
2–UA–2938	Westinghouse Electric Corp.
2–UA–2939	Westinghouse Electric Corp.
6–UA–92	Westinghouse Radio Stations, Inc.
9–UA–369	Westinghouse Electric Corp.
13–UA–97	Westinghouse Radio Stations, Inc.
14–UA–1435	Westinghouse Electric Supply Co.
20–UA–91	Westinghouse Electric Corp.
13–UA–719	Wurlitzer, Rudolph Co., The.

C. *Certification of results of elections held by order of regional directors*

2–UA–1899	Abelard Realty Corp.
36–UA–336	Air Reduction Pacific Co.
15–UA–49	Air Reduction Sales Co.
36–UA–305	Air Reduction Sales Co.
8–UA–497	Air Way Electric Appliance Corp.
8–UA–178	Alliance Clay Products Co., The.
4–UA–417	Alpha Portland Cement Co.
9–UA–582	Alpha Portland Cement Co.
13–UA–795	Alpha Portland Cement Co.
8–UA–286	American Brake Shoe Co.
13–UA–750	American Brake Shoe Co.

19–UA–136	American Brake Shoe Co.
1–UA–800	American Felt Co.
31–UA–30	American Hair & Felt Co.
18–UA–889	American Lines Supply.
13–UA–944	Arcade Manufacturing.
15–UA–103	Arkansas Fuel Oil Co.
2–UA–553	Armour & Co.
5–UA–337	Armour & Co.
13–UA–671	Armstrong Bros. Tool. Co.
18–UA–184	Augsburg Publishing House.
36–UA–154	Automatic Oil Co.
35–UA–253	Avco Manufacturing. Corp.
6–UA–197	Avonmore Foundry & Machine Co.
36–UA–634	B & R Lumber Co.
1–UA–953	Baker Ice Co.
1–UA–367	Bates Manufacturing Company.
1–UA–368	Bates Manufacturing Co.
1–UA–369	Bates Manufacturing Co.
1–UA–370	Bates Manufacturing.
1–UA–381	Bates Manufacturing Co.
5–UA–80	Berkeley Woolens Co.
18–UA–210	Bethlehem Steel Co.
21–UA–230	Bethlehem Steel Co.
16–UA–146	Bethlehem Supply Co.
10–UA–43	Birmington Tank Co.
5–UA–252	Blair Limestone Co.
1–UA–313	Blood, J. B., Co.
1–UA–1103	Blood, J. B., Co.
2–UA–3026	Blumstein's Department Store.
36–UA–86	Bly Logging Co.
15–UA–50	Boulet Transportation Co.
13–UA–882	Borgwarner Corp.
2–UA–422	Bridge Photo Engraving Co.
20–UA–788	Brimley Bros. Sign Co.
1–UA–1362	Brooklyn Cooperage Co.
36–UA–129	Brooks Scanlon, Inc.
36–UA–192	Brooks Scanlon, Inc.
36–UA–418	Brooks Scanlon, Inc.
8–UA–533	Bryant Heater Co.
4–UA–325	Budd Company, The.
13–UA–84	Butler Bros.
21–UA–458	California Portland Cement Co.
4–UA–255	Camden County Beverage Co.
20–UA–952	Campbell Soup Co.
8–UA–163	Canfield Oil Co., Plant No. 1.
35–UA–109	Cannelton Sewer Pipe Co.
15–UA–11	Capitol Broadcasting Co.
9–UA–103	Capitol Greyhound Lines.
18–UA–218	Carnegie Dock & Fuel Co.
2–UA–1813	Carnegie Hall.
18–UA–16	Casket Industry of Minneapolis.
13–UA–116	Casway Corp.
2–UA–424	Central Photo Engraving Corp.
8–UA–568	Champion-Forge Co.
2–UA–1881	Chanin, L. S.
2–UA–426	Circle Photo Engraving Co.
8–UA–949	Cities Service Oil Co.
36–UA–61	Clackamas Lumber Co.
21–UA–409	Coca-Cola Bottling Co. of Los Angeles.
2–UA–1774	Cohen, Elias A.
1–UA–325	Colonial, Wool Co.
2–UA–427	Color Crafts Inc.
36–UA–420	Columbia River Paper Mills.
9–UA–653	Columbus Bolt Works Co.
1–UA–1110	Conn. Co., The.
21–UA–629	Consolidated Vultee Aircraft Corp.
13–UA–796	Continental Diamond Fibre Co.
2–UA–429	Craftsman Color Plate Co., Inc.
18–UA–91	Cream of Wheat Co.
8–UA–570	Cromwell Quality Tools Co., The.
2–UA–1821	Cross & Brown.
2–UA–1829	Cross & Brown.
5–UA–199	Crosse & Blackwell Co.
2–UA–1832	Cushman & Wakefield Inc.
13–UA–994	Deagan, J. C. Inc.
30–UA–231	Denver Tramway Corp.
30–UA–297	Denver Tramway Corp.
1–UA–374	Dewey, Gould & Co.
2–UA–431	Dillon, J. C., Co., Inc.
15–UA–12	Dixie Broadcasting Co., Inc.
21–UA–408	Dr. Pepper Bottling Co.
21–UA–411	Dr. Pepper Bottling Co.
13–UA–1177	Dole Valve Co., The.
2–UA–1776	Dome Trading.
36–UA–433	Dubois Lumber Co.
36–UA–432	Dubois-Matlock Lumber Co.
18–UA–105	Dugan, Dan Inc.
5–UA–81	Dunn Woolen Co.
20–UA–53	Eagle-Picher Co.
5–UA–214	Eastern Box Co., The
4–UA–347	Eavenson, J., & Sons.
18–UA–360	Electric Auto Lite Instrument & Gauge Division.
18–UA–843	Engineering Research Association's, Inc.
36–UA–113	Ewauna Box Co.
15–UA–158	Fair, D. L. Lumber Co.
18–UA–148	Fairmont Creamery Co.

18–UA–260	Fairmont Creamery Co.
20–UA–873	Federal Ornamental Iron & Bronze Work.
36–UA–320	Ferem, Walter, Co.
2–UA–1868	Fifteen West Thirty-eight Street Corp.
13–UA–841	Fifth Avenue Ford, Inc.
2–UA–1802	Fifty Broad Street Corp.
2–UA–1280	Firestone Tire & Rubber Co.
14–UA–1019	Firestone Tire & Rubber Co.
15–UA–38	Firestone Tire & Rubber Co.
18–UA–347	Firestone Tire & Rubber Co.
21–UA–125	Firestone Tire & Rubber Co.
21–UA–139	Firestone Tire & Rubber Co.
21–UA–232	Firestone Tire & Rubber Co.
36–UA–56	Firestone Stores & Firestone Retread Division.
1–UA–1167	Firestone Textiles.
8–UA–254	Forker Corp., The.
20–UA–378	Fruit Growers Supply Co.
4–UA–108	Gas Construction Co., Inc.
14–UA–1192	General Box Co.
14–UA–1248	General Box Co., East St. Louis Plant.
21–UA–737	General Chemical Co.
21–UA–628	General Electric Co., Service Shop.
13–UA–825	General Motors Manufacturing Corp.
21–UA–369	General Motors Corp.
20–UA–170	Geneva Steel Co.
4–UA–353	Giant Portland Cement Co.
1–UA–85	Gibson Woolen Mills, Inc.
36–UA–9	Gilchrist Timber Co.
2–UA–2815	Gimbel Bros. Inc.
21–UA–412	Globe Bottling Co.
1–UA–1022	Gloucester Coal & Lumber Co.
1–UA–1117	Gloucester Ice & Cold Storage Co.
14–UA–1021	Goodrich, B. F., Co.
8–UA–631	Goodyear Tire & Rubber Co., The.
10–UA–51	Goodyear Tire & Rubber Co. of Alabama.
14–UA–1022	Goodyear Tire & Rubber Co., Inc.
21–UA–1110	Goodyear Synthetic Rubber Plant.
21–UA–1260	Goodyear Synthetic Rubber Plant.
2–UA–1842	Graham, Thos.
2–UA–1396	Grand View Structural Steel Co.
2–UA–1883	Gresham Management Co., Inc.
5–UA–273	Greyhound Garage of Washington, Inc.
13–UA–129	Greyhound Motors & Supply Co.
13–UA–630	Greyhound Motor & Supply Co.
1–UA–330	Hallowell, Jones & Donald.
31–UA–191	Hall Steel Co.
2–UA–435	Harris-Union Photo Engraving Co.
31–UA–153	Hawaiian Electric Company Ltd., The.
6–UA–75	Haws Refractories Co.
18–UA–648	Heinrich Envelope Co.
2–UA–1843	Herbert, McLean & Purdy.
1–UA–1406	Heywood-Wakefield Co.
35–UA–95	Hoosier Desk Co.
2–UA–1455	Hudson Transit Lines, Inc.
10–UA–29	Huntsville Manufacturing Co.
2–UA–436	Illustration Engraving Co.
36–UA–259	Independence Lumber Manufacturing Co.
10–UA–61	Industrial Cotton Mills Inc.
36–UA–362	Industrial Iron Works.
10–UA–37	Ingalls Iron Works Co.
1–UA–1564	International Harvester Co.
9–UA–14	International Harvester Co.
9–UA–204	International Harvester Co.
9–UA–636	International Harvester Co.
9–UA–637	International Harvester Co., Louisville Works.
13–UA–890	International Harvester Co.
14–UA–1375	International Harvester Co.
21–UA–315	International Harvester Co.
33–UA–16	International Mineral & Chemical Corp.
9–UA–248	Ironton Fire Brick Co.
13–UA–763	Issacson Iron Works, Inc.
14–UA–1370	Jackes Evans Manufacturing Co.
35–UA–94	Jasper Desk Co.
35–UA–53	Jasper Office Furniture Co.
35–UA–54	Jasper Seating Co.
35–UA–320	Jasper Veneer Mills, Inc.
5–UA–278	Jessup & Moore Paper Co., The.

36–UA–434	Johnson, D. C., Lumber Corp.
18–UA–802	Jones & Kroger Co.
17–UA–429	Kansas State Telephone Co.
2–UA–1845	Katz, S.
2–UA–1846	Kaufman, David K.
4–UA–366	Keasbey & Mattison Co.
6–UA–109	Kelly, George A., Co.
18–UA–176	Kelly How Thompson Co.
8–UA–620	Kennedy Manufacturing Co.
36–UA–110	Klamath Basin Pine Mills, Inc.
18–UA–326	La Crosse Rubber Mills Co.
8–UA–532	Lamb Electric Co.
20–UA–641	Lambertson Sales Co.
14–UA–1355	Larkin Packer Co.
4–UA–462	Lawrence Portland Cement Co.
2–UA–1631	Lehigh Portland Cement Co.
3–UA–333	Lehigh Portland Cement Co.
4–UA–416	Lehigh Portland Cement Co.
5–UA–275	Lehigh Portland Cement Co.
17–UA–320	Lehigh Portland Cement Co.
35–UA–108	Lehigh Portland Cement Co.
18–UA–803	Leicht Press, Inc.
13–UA–110	Lena Casket Co.
2–UA–1847	Lewittes & Sons.
10–UA–16	Lincoln Mills of Alabama.
36–UA–398	Linscott Manufacturing Co.
15–UA–51	Liquid Carbonic Corp.
2–UA–1848	Loew's Theatres, Inc.
2–UA–1632	Lone Star Cement Corp.
2–UA–1781	Long, David J.
20–UA–167	McCloud River Lumber Co.
20–UA–168	McCloud River Lumber Co.
20–UA–272	McCloud River Lumber Co.
18–UA–651	McGill Paper Products.
18–UA–248	McGill Warner Co.
18–UA–183	McGill Warner Holding Co.
18–UA–752	McGill Warner Holding Co.
2–UA–1844	M & L Hess Van Arx.
2–UA–3105	Mack-International Motor Truck Co.
14–UA–1376	Mack-International Truck Co.
31–UA–2	Madison Plow Co.
2–UA–344	Majestic Iron Works.
13–UA–1080	Marshall Field & Co.
18–UA–109	Marshall Wells Co.
21–UA–706	Martin Bros. Box Co.
36–UA–242	Martin Bros. Box Co.
37–UA–7	Matson Navigation Co. Hawaiian Hotels, Division.
18–UA–249	Mereene-Johnson Machine Co.
3–UA–131	Michigan Limestone & Chemical Corp.
8–UA–616	Midwest Reclaiming Co., The.
14–UA–1132	Midwest Rubber Reclaiming Co.
36–UA–334	Miers & Bockenfeld, Inc.
2–UA–2378	Milgrim Bros.
18–UA–913	Minneapolis Electric Steel Casting Co.
18–UA–477	Minneapolis-Honeywell Regulator Co.
18–UA–345	Minneapolis House of Butler Bros., The.
18–UA–649	Minnesota Envelope Co.
36–UA–125	Mist Logging Co.
15–UA–13	Montgomery Broadcasting Co., Inc.
1–UA–773	Morinis & Co., Inc.
9–UA–113	Murray Manufacturing Co.
1–UA–477	Mystic Coal Docks, Inc.
15–UA–52	National Cylinder & Gas Co.
4–UA–150	National Licorice Co.
2–UA–1849	National Renovating.
18–UA–804	National Weeklies, Inc.
21–UA–415	Nehi Beverage Co. of Los Angeles.
9–UA–9	Nelson Transfer & Storage Co.
1–UA–458	New Bedford Cotton Manufacturing Association.
1–UA–1006	New York Bakery.
2–UA–666	New York Employing Printers Association, Inc.
2–UA–668	New York Employing Printers Association, Inc.
2–UA–1426	New York Employing Printers Association, Inc.
3–UA–338	New York Produce Exchange.
2–UA–121	New York Stock Exchange.
2–UA–1239	North American Cement Corp.
5–UA–193	North American Cement Corp.
5–UA–245	North American Cement Corp.

18–UA–647	Northern States Envelope Co.
18–UA–330	Northern Transit Co., Inc.
18–UA–290	North Star Foundry Co.
6–UA–226	Nubone Co., Inc., The.
1–UA–331	Oelrichs Warehouse & Trucking Co.
9–UA–455	Ohio Falls Dye & Finishing Works, Inc.
9–UA–456	Ohio Falls Dye & Finishing Works.
8–UA–109	Ohio Greyhound Lines, Inc.
8–UA–461	Ohio Machine & Boiler Co., The.
8–UA–129	Ohio Match Co., The.
36–UA–431	Olson Lumber Co.
13–UA–232	Operadio Manufacturing Co.
36–UA–435	Oregon Plywood Corp.
36–UA–116	Oregon Trail Box Co.
36–UA–263	Oregon Worsted Co.
2–UA–1892	Optical Products Corp.
36–UA–668	Pacific Greyhound Lines.
13–UA–199	Parke, Davis & Co.
9–UA–278	Parkersburg Ice & Fuel Co.
8–UA–274	Parkdrop Forge Co., The.
4–UA–285	Pavia Shuttle Co.
1–UA–226	Peck, Stowe & Wilcox Co., The.
36–UA–379	Peerless Pacific Co.
18–UA–558	Peerless Yale Co.
1–UA–371	Pepperell Manufacturing Co.
1–UA–405	Pepperell Manufacturing Co.
21–UA–416	Pepsi Cola Bottling Co.
4–UA–274	Perth Amboy Dry Dock Co.
19–UA–143	Phillips Petroleum Co.'s Home Oil Refinery.
2–UA–447	Pilot Photo Engraving Co.
6–UA–332	Pittsburgh Motor Coach Co.
1–UA–719	Pocahontas Fuel Co., Inc.
36–UA–213	Pope & Talbot, Inc.
36–UA–214	Pope & Talbot, Inc.
36–UA–260	Pope & Talbot, Inc.
36–UA–340	Pope & Talbot Lumber Co.
36–UA–551	Pope & Talbot Inc. Lumber Division.
36–UA–142	Portland Oil Co.
36–UA–436	Portland Shipbuilding Co.
2–UA–1261	Post Road Iron Works.
35–UA–15	Potash Co. of America.
13–UA–108	Quaker Oats Co.
13–UA–118	Quaker Oats Co., The.
18–UA–652	Quality Park Envelope Co.
18–UA–252	Ready Mixed Concrete Corp., The.
1–UA–829	Rhodes, M. H., Inc.
6–UA–194	Robinson Clay Products Co.
8–UA–220	Robinson Clay Products Co., The.
8–UA–221	Robinson Clay Products Co.
8–UA–434	Robinson Clay Products Co.
13–UA–982	Rockwell Manufacturing Co.
13–UA–1073	Rockwell Manufacturing Co.
2–UA–1856	Rogers Peet Co.
20–UA–577	Roma Wine Co.
6–UA–101	Rosedale Foundry & Machine Co.
36–UA–341	St. Helens Wood Products.
17–UA–899	St. Joseph Brick.
14–UA–1194	St. Louis Independent Packing Co.
18–UA–48	St. Paul Union Bus Depot Co.
2–UA–2814	Saks Thirty-fourth Street Inc.
2–UA–451	Salvation Army.
2–UA–1857	Sanford, Floyd S.
20–UA–599	Santa Chuz Portland Cement Co. R.
10–UA–27	Saratoga Victory Mill.
10–UA–28	Saratoga Victory Mill.
2–UA–1783	Schlesinger, Kurt, Nardine Properties.
2–UA–1784	Schlesinger, Kurt.
2–UA–1794	Schlesinger and Leventon.
2–UA–1858	Schloss, Leo.
1–UA–777	Schultz, E. F., Trucking Service.
2–UA–1793	Sclang Bros., Inc.
2–UA–29	Scott, Walter & Co.
21–UA–417	Shasta Water Co.
13–UA–648	Shell Oil Co., Inc.
36–UA–130	Shelvin Hixon Co., The.
36–UA–123	Simmons Logging Co.
18–UA–241	Smyth, H. M., Printing Co.
9–UA–303	Springfield City Lines, Inc.
2–UA–1262	Stamford Iron Supply Co., Inc.
1–UA–975	Standard Box Co.
13–UA–1106	Standard Coil Products Co.

5–UA–197	Standard Lime & Stone Co.
5–UA–280	Standard Lime Stone Co.
5–UA–281	Standard Lime & Stone Co.
21–UA–573	Standard Oil Co.
13–UA–536	Standard Wire & Steel Works.
21–UA–225	Stanyer & Edmundson.
8–UA–130	Starr, A. E., Co.
36–UA–421	Stebco, Inc.
35–UA–87	Stedmans Foundry & Machine Works, Inc.
14–UA–1395	Steelwold Equipment Co.
2–UA–1796	Stoddard, H. C.
31–UA–154	Stolper Steel Products Co.
8–UA–433	Stowe-Fuller Refractories Co., The.
9–UA–360	Superior Die & Engineering Co.
18–UA–632	Superior Metal Products Co.
8–UA–116	Sun Rubber Co.
9–UA–362	Surface Combustion Co.
21–UA–418	Tastee Beverage Co.
2–UA–1798	Taylor Durant Co.
2–UA–1799	Taylor-Durant Co.
18–UA–650	Tension Envelope Co.
2–UA–3237	Texas Co., The.
4–UA–295	Texas Co., The.
7–UA–490	Texas Co., The.
7–UA–494	Texas Co., The.
13–UA–659	Texas Co., The.
12–UA–1149	Texas Co., The.
14–UA–1136	Texas Co., The.
21–UA–742	Texas Co., The.
21–UA–744	Texas Co.
21–UA–895	Texas Co., The.
21–UA–896	Texas Co., The.
21–UA–897	Texas Co., The.
21–UA–898	Texas Co., The.
21–UA–899	Texas Co., The.
21–UA–900	Texas Co., The.
21–UA–901	Texas Co., The.
21–UA–902	Texas Co., The.
21–UA–903	Texas Co., The.
35–UA–215	Texas Co., The.
10–UA–30	Textron-Southern, Inc.
1–UA–15	Thames Broadcasting Corp., The.
20–UA–113	Tidewater Associated Oil Co.
20–UA–126	Tide Water Associated Oil Co.
20–UA–127	Tidewater Associated Oil Co.
20–UA–128	Tide Water Associated Oil Co.
36–UA–55	Tire Dealers' Association of Portland.
15–UA–104	Todd-Johnson Dry Docks, Inc.
13–UA–474	Tropic Aire, Inc.
18–UA–140	Triangle Manufacturing Co.
36–UA–630	Triangle Milling Co.
6–UA–320	Triangle Railways Co.
9–UA–5	Tri-City Common Carriers Trucking Association.
13–UA–628	Tropic-Aire, Inc.
4–UA–541	Truscon Steel Co.
13–UA–732	Union Motor Coach Terminal Co.
1–UA–1624	Union Street Railway Co.
2–UA–3143	Unique Balance Co., Inc.
15–UA–14	United Broadcasting Co., Inc.
36–UA–150	United Oil Co.
32–UA–18	United States Potash Co.
21–UA–486	United States Gypsum Co.
33–UA–17	United States Potash Co.
33–UA–19	United States Potash Co.
17–UA–355	Universal Atlas Portland Cement Co.
17–UA–21	Universal Manufacturing Co.
18–UA–268	Urban Telephone Co.
2–UA–1779	V. P. Home Life Insurance Co.
4–UA–365	WCAU Inc.
2–UA–1800	Wachter, Carl O., Insurance Department.
1–UA–334	Warehouse 13, Inc.
20–UA–391	Wasatch Oil Co.
1–UA–846	Waterbury Iron Works
18–UA–805	Watkins, J. R. Co.
20–UA–462	Wesco Machinery Co.
36–UA–395	Western Door and Plywood Corp.
13–UA–853	Western Foundry Co.
36–UA–373	Western Foundry Co.
9–UA–369	Westinghouse Electric Corp.
36–UA–686	Westinghouse Radio Stations, Inc.
36–UA–111	Weyerhaeuser Timber Co.
2–UA–1864	White, Wm. A. & Sons.
4–UA–29	Widder Bros.
18–UA–801	Winona Printing Co.
36–UA–372	Woodbury & Co.
36–UA–371	Woodbury Hardware Co.
2–UA–1479	Worthington Pump & Machinery Corp.
36–UA–290	Yosak, John, Logging Co.
20–UA–786	Young Electric Sign Co.
36–UA–370	Zidell Machinery & Supply Co.

APPENDIX G

Record of injunctions petitioned for under section 10 (j) and 10 (1) during the fiscal year 1948

Record of injunctions petitioned for under section 10 (j) and 10 (l) during the fiscal year, 1948

Case number	Union and company	Date petition for injunction filed	Type of petition	Temporary restraining order		Date temporary injunction granted	Held on court docket	Date injunction denied
				Date issued	Date lifted			
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			
10-CC-1	Carpenters, Local 74 (Watson Specialty Store).	Sept. 22, 1947	10 (l)					Oct. 28, 1947
9-CC-2	United Mine Workers, et al. (Jackson Construction Co.).	Oct. 8, 1947	10 (l)					
2-CC-12	Teamsters, Local 294 (Montgomery Ward)	Nov. 29, 1947	10 (j) (l)				Dec. 31, 1947	
2-CC-14	Teamsters, Local 294 (Conway's Express)	do	10 (j) (l)			Jan. 17, 1948		
17-CC-1	Carpenters (Klassen, Hodgson & Wadsworth).	Dec. 1, 1947	10 (l)			Jan. 8, 1948		
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 & Jardine Liquor Corp.).	Dec. 8, 1947	10 (l)	Dec. 11, 1947	Jan. 8, 1947		Jan. 26, 1948	
21-CC-13	Printing Speciality & Paper Converters, Local 388 (Sealright Pacific, Ltd.).	Dec. 17, 1947	10 (l)			Feb. 16, 1948		
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. 20, 1948	10 (l)			Feb. 17, 1948[1]		
15-CC-5	Carpenters, AFL (Montgomery Fair Co.)	Jan. 27, 1948	10 (l)			do		
7-CA-37	General Motors Corp. (UAW-CIO)	Jan. 29, 1948	10 (j)	Jan. 29, 1948	June 1, 1948	do		
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.).	do	10 (j)					
2-CC-30	American Communications Association, CIO and Local 40 (Commercial Cable Co., et al.).	Mar. 17, 1948	10 (l)				Apr. 9, 1948	
7-CC-2	Bricklayers, Local 1, AFL (Osterink Construction Co.).	Apr. 1, 1948	10 (l)			June 23, 1948		
5-CB-9	United Mine Workers & Lewis (Southern Coal Producers Association).	May 24, 1948	10 (j)			June 4, 1948		
2-CC-40	International Brotherhood of Electrical Workers, Local 501, AFL (Samuel Langer).	June 17, 1948	10 (l)	June 29, 1948[1]				
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)					
19-CA-95	Boeing Airplane Co. (Machinists Aeronautical Industrial Lodge No. 751)	June 11, 1948	10 (j)					June 19, 1948

[1] Consent injunction or restraining order.

APPENDIX H

Text of the Labor Management Relations Act, 1947

TEXT OF 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 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 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 and 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 lockout, all the terms and conditions of the existing contract for a period of sixty days after such notice is given or until the expiration date of such contract, whichever occurs later:

The duties imposed upon employers, employees, and labor organizations by paragraphs (2), (3), and (4) shall become inapplicable upon an intervening certification of the Board, under which the labor organization or individual, which is a party to the contract, has been superseded as or ceased to be the representative of the employees subject to the provisions of section 9 (a), and the duties so imposed shall not be construed as requiring either party to discuss or agree to any modification of the terms and conditions contained in a contract for a fixed period, if such modification is to become effective before such terms and conditions can be reopened under the provisions of the contract. Any employee who engages in a strike within the sixty-day period specified in this subsection shall lose his status as an employee of the employer engaged in the particular labor dispute, for the purposes of sections 8, 9, and 10 of this Act, as amended, but such loss of status for such employee shall terminate if and when he is reemployed by such employer.

"REPRESENTATIVES AND ELECTIONS

"SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive 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 appropirate 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, modyfing, 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 District Court of the United States for the District of Columbia), within any district wherein the unfair labor practice in question is alleged to have occurred or wherein such person resides or transacts business, for appropriate temporary relief or restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper.

"(k) Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph (4) (D) of section 8 (b), the Board is empowered and directed to hear and determine the dispute out of which such unfair labor practice shall have arisen, unless, within ten days after notice that such charge has been filed, the parties to such dispute submit to the Board satisfactory evidence that they have adjusted, or agreed upon methods for the voluntary adjustment of, the dispute. Upon compliance by the parties to the dispute with the decision of the Board or upon such voluntary adjustment of the dispute, such charge shall be dismissed.

"(l) Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph (4) (A), (B), or (C) of section 8 (b), the preliminary investigation of such charge shall be made forthwith and given priority over all other cases except cases of like character in the office where it is filed or to which it is referred. If, after such investigation, the officer or regional attorney to whom the matter may be referred has reasonable cause to believe such charge is true and that a complaint should issue, he shall, on behalf of the Board, petition any district court of the United States (including the District Court of the United States for the District of Columbia) within any district where the unfair labor practice in question has occurred, is alleged to have occurred, or wherein such person resides or transacts business, for appropriate injunctive relief pending the final adjudication of the Board with respect to such matter. Upon the filing of any such petition the district court shall have jurisdiction to grant such injunctive relief or temporary restraining order as it deems just and proper, notwithstanding any other provision of law: *Provided further*, That no temporary restraining order shall be issued without notice unless a petition alleges

that substantial and irreparable injury to the charging party will be unavoidable and such temporary restraining order shall be effective for no longer than five days and will become void at the expiration of such period. Upon filing of any such petition the courts shall cause notice thereof to be served upon any person involved in the charge and such person, including the charging party, shall be given an opportunity to appear by counsel and present any relevant testimony: *Provided further*, That for the purposes of this subsection district courts shall be deemed to have jurisdiction of a labor organization (1) in the district in which such organization maintains its principal office, or (2) in any district in which its duly authorized officers or agents are engaged in promoting or protecting the interests of employee members. The service of legal process upon such officer or agent shall constitute service upon the labor organization and make such organization a party to the suit. In situations where such relief is appropriate the procedure specified herein shall apply to charges with respect to section 8 (b) (4) (D).

"INVESTIGATORY POWERS

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

"(1) The Board, or its duly authorized agents or agencies, shall at all reasonable times have access to, for the purpose of examination, and the right to copy any evidence of any person being investigated or proceeded against that relates to any matter under investigation or in question. 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 of 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 "Servvice", 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 to 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 assests.

(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 repsect 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.

BOYCOTT 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 of 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 which 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.

APPENDIX I

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 Alpert; chief law officer, Samuel G. Zack.
Maine; New Hampshire; Vermont; Massachusetts; Rhode Island; Connecticut except for Fairfield County.

Second Region—New York 5, N. Y., 2 Park Avenue. Director, Charles T. Douds; chief law officer, Helen Humphrey.
Fairfield County in Connecticut; Clinton, Essex, Warren, Washington, Saratoga, Schnectady, Albany, Rensselaer, Columbia, Greene, Dutchess, Ulster, Sullivan, Orange, Putnam, Rockland, Westchester, Bronx, New York, Richmond, Kings, Queens, Nassau, and Suffolk Counties in New York State; Passaic, Bergen, Essex, Hudson, and Union Counties in New Jersey.

Third Region—Buffalo 2, N. Y., 1 West Genesee Street, Genesee Building. Director, Merle D. Vincent; chief law officer, John C. McRee.
New York State, except for those counties included in the Second Region.

Fourth Region—Philadelphia 7, Pa., 1500 Bankers Securities Building. Director, Bennet F. Schauffler; chief law officer, Ramey Donovan.
New Jersey, except for Passaic, Bergen, Essex, Hudson, and Union Counties; New Castle County in Delaware; all of Pennsylvania lying east of the eastern borders of Potter, Clinton, Centre, Mifflin, Huntingdon, and Franklin Counties.

Fifth Region—Baltimore 2, Md., 37 Commerce Street. Director, John A. Penello; chief law officer, David Sachs.
Subregion—Nissen Building, Fourth and Cherry Streets, Winston-Salem, N. C.
Subregion—New York Department Store Building, Santurce, P. R.
Kent and Sussex Counties in Delaware; Maryland; District of Columbia; Virginia; North Carolina; Jefferson, Berkeley, Morgan, Mineral, Hampshire, Grant, Hardy, and Pendleton Counties in West Virginia; Puerto Rico.

Sixth Region—Pittsburgh 22, Pa., 2107 Clark Building. Director, Henry Shore; chief law officer, W. G. Stuart Sherman.
All of Pennsylvania lying west of the eastern borders of Potter, Clinton, Centre, Mifflin, Huntingdon, and Franklin Counties; Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Taylor, Doddridge, Preston, Lewis, Barbour, Tucker, Upshur, Randolph, Webster, and Pocahontas Counties in West Virginia.

Seventh Region—Detroit 26, Mich., 1740 National Bank Building. Director, Frank H. Bowen; chief law officer, Harold A. Cranefield.
Michigan, exclusive of Gogebic, Ontonagon, Houghton, Keweenaw, Baraga, Iron, Dickinson, Marquette, Menominee, Delta, Alger, Schoolcraft, Luce, Chippewa, and Mackinac Counties.

Eighth Region—Cleveland 13, Ohio. Ninth-Chester Building. Director, John A. Hull, Jr.; chief law officer, Harry Browne.
Ohio, north of the southern borders of Darke, Miami, Champaign, Union, Delaware, Licking, Muskingum, Guernsey, and Belmont Counties.

Ninth Region—Cincinnati 2, Ohio, Ingalls Building, Fourth and Vine Streets. Director, Jack G. Evans; chief law officer Allen Sinsheimer.
Subregion—108 East Washington Building, Indianapolis 4, Ind.
West Virginia, west of the western borders of Wetzel, Doddridge, Lewis, and Webster Counties, and southwest of the southern and western borders of

Pocahontas County; Ohio, south of the southern borders of Darke, Miami, Champaign, Union, Delaware, Licking, Mushingum, Guernsey, and Belmont Counties; Kentucky; Indiana, south of Fountain, Tippecanoe, Clinton, Tipton, Grant, Wells, and Adams Counties.

Tenth Region—Atlanta 3, Ga., 50 Whitehall Street. Director, Paul L. Styles; chief law officer, T. Lowry Whittaker.

South Carolina; Georgia; Florida, east of the eastern borders of Franklin, Liberty, and Jackson Counties; Alabama, north of the northern borders of Choctaw, Marengo, Dallas, Lowndes, Montgomery, Macon, and Russell Counties; Tennessee, east of the eastern borders of Hardin, Decatur, Benton, and Henry Counties.

Thirteenth Region—Chicago 3, Ill., Midland Building, Room 2200, 176 West Adams Street. Director, Ross M. Madden; chief law officer, Robert Ackerberg.

Lake, Porter, LaPorte, St. Joseph, Elkhart, Lagrange, Noble, Steuben, DeKalb, Fountain, Tippecanoe, Clinton, Tipton, Grant, Wells, and Adams Counties in Indiana; Illinois, north of the northern borders of Edgar, Coles, Shelby, Christian, Montgomery, Macoupin, Greene, Scott, Brown, and Adams Counties; Wisconsin, east of the western borders of Green, Dane, Dodge, Fondulac, Winnebago, Outagamie, and Brown Counties.

Fourteenth Region—St. Louis 1, Mo., International Building, Chestnut and Eighth Streets. Director, Howard W. Kleeb.

Illinois, south of the northern borders of Edgar, Coles, Shelby, Christian, Montgomery, Macoupin, Greene, Scott, Brown, and Adams Counties; Missouri, east of the western borders of Scotland, Knox, Shelby, Monroe, Audrain, Callaway, Osage, Maries, Phelps, Dent, Shannon, and Oregon Counties.

Fifteenth Region—New Orleans 12, La., 1539 Jackson Avenue. Director, John F. LeBus; chief law officer, C. Paul Barker.

Subregion—Federal Building, Memphis 3, Tenn.

Louisiana; Arkansas; Mississippi; Tennessee, west of the eastern borders of Hardin, Decatur, Benton, and Henry Counties; Alabama, south of the northern borders of Choctaw, Marengo, Dallas, Lowndes, Montgomery, Macon, and Russell Counties; Florida, west of the eastern borders of Franklin, Liberty, and Jackson Counties.

Sixteenth Region—Fort Worth 2, Tex., 1101 Texas and Pacific Building. Director, Edwin A. Elliott; chief law officer, Elmer P. Davis.

Subregion—El Paso, Tex.

Subregion—509 Milam Building, Houston, Tex.

Texas; Oklahoma; New Mexico.

Seventeenth Region—Kansas City 6, Mo., Fidelity Building. Director, Hugh E. Sperry; chief law officer, Robert S. Fousek.

Subregion—Commonwealth Building, Denver 2, Colo.

Missouri, west of the western borders of Scotland, Knox, Shelby, Monroe, Audrain, Callaway, Osage, Maries, Phelps, Dent, Shannon, and Oregon Counties; Kansas; Nebraska; Colorado; Wyoming.

Eighteenth Region—Minneapolis 4, Minn., Metropolitan Life Building. Director, C. Edward Knapp; chief law officer, Clarence Meter.

Minnesota; North Dakota; South Dakota; Iowa; Wisconsin, west of the western borders of Green, Dane, Dodge, Fondulac, Winnebago, Outagamie, and Brown Counties.

Nineteenth Region—Seattle 1, Wash., 515 Smith Tower Building. Director, Thomas P. Graham Jr.; chief law officer, Patrick H. Walker.

Subregion—Mead Building, Portland, Oreg.

Washington; Oregon; Montana; Idaho; Territory of Alaska.

Twentieth Region—San Francisco 3, Calif., Pacific Building, 821 Market Street. Director, Gerald A. Brown; chief law officer, Louis Penfield.

Nevada; Utah; California, north of the southern borders of Monterey, Kings, Tulare, and Inyo Counties.

Twenty-first Region—Los Angeles 14, Calif., 111 West Seventh Street. Director, Howard F. LeBaren; chief law officer, Charles K. Hackler.

Subregion—Honolulu 2, T. H., 341 Federal Building.

Arizona; California, south of the southern borders of Monterey, Kinds, Tulare, and Inyo Counties; Territory of Hawaii.

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