EIGHTH ANNUAL REPORT

OF THE

NATIONAL LABOR RELATIONS BOARD

For the Fiscal Year Ended

June 30, 1943

EIGHTH ANNUAL REPORT OF THE NATIONAL LABOR RELATIONS BOARD

FOR THE FISCAL YEAR ENDED JUNE 30

1943

UNITED STATES GOVERNMENT PRINTING OFFICE
WASHINGTON, D. C. • 1944

For sale by the Superintendent of Documents, U. S. Government Printing Office
Washington, D. C. - Price 35 cents

NATIONAL LABOR RELATIONS BOARD

H. A. MILLIS, *Chairman*

GERARD D. REILLY JOHN M. HOUSTON

DONN N. BENT, *Executive Secretary*

ROBERT B. WATTS, *General Counsel*[1]
MALCOLM F. HALLIDAY, *Associate General Counsel*
GUY FARMER, *Associate General Counsel*
IVAR PETERSON, *Assistant General Counsel*
HOWARD LICHTENSTEIN, *Assistant General Counsel*

OSCAR S. SMITH, *Director of Field Division*

FRANK BLOOM, *Chief Trial Examiner*

EMILY C. BROWN, *Operating Analyst*

LOUIS G. SILVERBERG, *Director of Information*

CLAUDE B. CALKIN, *Chief Clerk*

[1] Mr. Watts resigned as of January 1, 1944. Alvin J. Rockwell was appointed as his successor.

LETTER OF TRANSMITTAL

NATIONAL LABOR RELATIONS BOARD,
Washington, D. C., February 7, 1944.

SIR: I have the honor to submit to you the Eighth Annual Report of the National Labor Relations Board, for the fiscal year ended June 30, 1943, in compliance with the provisions of Section 3 (c) of the National Labor Relations Act.

H. A. MILLIS, *Chairman.*

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

CONTENTS

I

THE NATIONAL LABOR RELATIONS BOARD IN THE WAR

The major function of the Board during the fiscal year 1943 through its administration of the National Labor Relations Act has continued to be the protection of the basic statutory rights of workers to organize and bargain collectively through representatives of their own choosing. Two additional duties which were given the Board during the year are the conducting of strike votes, in accordance with Section 8 of the War Labor Disputes Act,[1] and the protection of the rights of employees affected by the merger of domestic telegraph carriers, under an amendment to the Communications Act of 1934.[2]

The tremendous impact of the war upon American industry has created a number of new problems in industrial relations, in the solution of which the Wagner Act has become of increasing importance. For the full and effective use of resources in the production necessary for the successful prosecution of the war, the principal Federal statute defining the rights of employees and providing a forum, integrated with the courts, for the adjudication of controversies over these rights, has played an essential role. In a period of unprecedented employment it has been estimated that membership in labor organizations has risen to a peak in excess of 13 millions. Although workers engaged in the vital war industries have felt the strain of wartime conditions in housing and transportation, the diminishing supply of civilian goods, and the increasing cost of living, morale among the workers has on the whole been good, and the great majority of labor organizations have observed the agreement made at the President's Industry-Labor Conference of 1941 with respect to strikes and stoppages. Nevertheless, the tensions incident to these abnormal economic conditions have made it more essential than ever that the agencies of Government should be utilized to eliminate the sources of friction and poor morale which could develop into serious interruptions of production.

The special contribution of the Board under the National Labor Relations Act has been, first, the elimination of unfair labor practices which impede the acceptance of sound collective bargaining practices;

[1] 57 Stat. 163 (1943).
[2] 57 Stat. 5 (1943).

and second, the prompt determination of disputes as to the choice of bargaining agents by employees.

Disputes resulting from these organizational questions are still among the most explosive in the industrial field. After these controversies have been resolved and collective bargaining established, it has been the province of the Conciliation Service to assist the parties in working out substantive agreements for wages and other working conditions. When an impasse develops in the negotiation of collective agreements, the War Labor Board has been vested with the duty of issuing decisions with respect to the substantive questions at issue, which are binding on the parties.[3]

It has sometimes been argued that the investigation of charges of unfair labor practices or the conduct of elections for the choice of bargaining representatives in war industries tends to retard production. The experience of the last war, as well as this one, has demonstrated that the contrary is true. During the last war when there was no Wagner Act, labor disputes which caused the greatest concern to the Government arose primarily out of these organizational issues, and one of the first problems which faced the War Labor Board of 1918 was to develop a set of principles for determining such issues. Such controversies would inevitably lead to widespread strikes if there were no statutory procedures for resolving such disputes. The right to select his own representative for collective bargaining is one that is deeply ingrained in the American worker, and any impairment of such right is fraught with the danger of industrial warfare unless the Government affords a legal method of redress.

In protecting the exercise of this right in the expanding war industries, the Board has found it important to enforce strictly the limitations on closed-shop agreements in Section 8 (3) of the Act, so as to prevent employers and labor organizations from entering into collusive arrangements which thwarted these rights. While the Act recognizes the legality of closed-shop agreements, it places two definite restrictions upon their validity: (1) That such agreements must be made with a labor organization chosen by the majority in the appropriate bargaining unit; (2) that the contracting labor organization must not be dominated or assisted by the employer.

Since many industries have expanded within a period of a few months from a handful of employees to gigantic enterprises employing many thousands, there has been considerable criticism of the practice in some plants of compelling thousands of workers without any union background, as a prerequisite of employment, to join organizations in whose selection they had no choice. The Board has attempted to eliminate such practices from the interstate industries coming within its jurisdiction by refusing to recognize or certify any organization as the bargaining representative until at least 50 percent of the workers to be employed in the appropriate bargaining unit have been hired.

[3] The War Labor Board by executive order has also been given the function of determining that wage adjustments will conform with the provisions of the Wage Stabilization Act of 1942.

The War and Navy Departments have adopted similar policies with respect to Government-owned arsenals. The adoption of this policy has tended to promote industrial stability by insuring that in any closed-shop agreement the union does at least represent the choice of the majority, and therefore conforms with the historic principle of American jurisprudence that taxation must rest on the consent of the governed.

In the light of these considerations, it is hoped that Congress will see fit to remove a recent restriction upon the Board's appropriation (to be discussed more fully hereafter in this Chapter) which to some extent has prevented it from giving full effect to this policy.

Although the Board has made changes in its procedures[4] which have shortened the time involved in handling individual cases, its ability to perform its functions has been handicapped by decreased appropriations combined with a tremendous loss of experienced personnel. The handicap of large turn-over in the staff, involving the loss to the armed forces of approximately 28 percent of the number of male employees at the beginning of the year, or 38 percent of the number on October 30, 1943, has been accentuated by a total reduction of staff from 889 on July 1, 1942, to 736 on October 30, 1943. Nevertheless, there has been a substantial reduction in the time between the filing of charges and petitions and the opening of hearings, the time between the close of hearing and the issuance of Intermediate Reports, and the time involved in the review of cases and the preparation of decisions. It has accordingly been able to close 9,722 cases, or 78.8 percent of all on docket during the year. The backlog of pending unfair labor practice cases has been reduced, but the number of representation cases on docket at the close of the year showed an increase over the previous year.

During the 12 months ending June 30, 1943, a total of 9,543 new cases[5] were filed with the Board, the third largest number filed in the Board's history. Representation cases numbered 6,140, the largest number received in any of the 8 years of the Board's activity. Unfair labor practice cases decreased, however, to 3,403 cases, or only 36 percent of all filed during the year, and were fewer in number than in any of the 5 preceding years. Their decline reflects the extent to which the purposes of the Act have been accepted in the industrial practices of employers.

The continued increase in representation cases, on the other hand, reflects chiefly the expansion of labor organization into new fields. More than three-fourths of all elections during the year involved only a choice for or against a single union. In these cases, as well as in the minority involving a contest between two or more unions, the custom of using the Board's machinery is well established. Thus, most disputes over the right to recognition are settled by orderly

[4] See Ch. II.
[5] See Ch. III, and Appendix tables.

processes under the auspices of the Board, rather than by the old-fashioned method of the organizing strike.

The new cases filed were widely distributed, representing all 48 States, Alaska, Hawaii, and Puerto Rico. Unfair labor practice cases declined in number in all but 7 States—Massachusetts, Florida, North Carolina, South Carolina, Nevada, Mississippi, North Dakota, and Puerto Rico. The percentage decline was greatest in the Pacific coast and Mountain areas, and least in the East South Central States. Representation cases dropped in number in 23 States, including New York, California, Michigan, and Massachusetts, but had unusually large increases in 20 States, among them Ohio, New Jersey, Kentucky, Washington, and Oregon. The largest percentage increase in a group of States was in the East South Central area, the largest percentage decrease in the West South Central.

The significance of the Board's activity in relation to war production is seen from the fact that 50 percent of the new cases were concentrated in 7 industries, all essential to the war—iron and steel, machinery, aircraft, food, shipbuilding, chemicals, and electrical machinery. Aircraft alone had 553 cases; shipbuilding, 475 cases; and iron and steel, 1,512 cases. Manufacturing industries were involved in nearly 80 percent of the new cases.

Of the 9,772 cases closed during the fiscal year, the great majority, 77.7 percent, were closed promptly in the informal stages of administration, as in previous years. However, 14.0 percent of the unfair labor practice cases, and 27.5 percent of the representation cases required formal action, in both groups an increase over the previous year. In spite of the decrease in new cases filed, the number of formal actions by the Board increased substantially. The number of complaints issued increased 11.4 percent over the fiscal year 1942, the number of cases heard, 27.6 percent, and the number of decisions issued, 42.5 percent.

A total of 3,848 unfair labor practice cases were closed during the year, 53.6 percent by withdrawal or dismissal. The remedies in the 1,776 cases closed by adjustment or by compliance with Intermediate Report, Board order, or court order, were varied. Notices were posted in 1,110 cases. Company-dominated unions were disestablished in 205 cases. A total of 7,111 workers were reinstated to remedy discriminatory discharges, while 1,250 in addition were reinstated after strikes caused by unfair labor practices. Back pay amounting to $2,284,593 was paid to a total of 5,115 workers who had been the victims of discriminatory practices. Collective bargaining began, as part of the remedy, in 493 cases.

Representation cases numbering 5,924 were closed during the year, 50.5 percent of them by informal adjustment. Consent elections or pay-roll checks took place in 46.8 percent of all cases closed. Stipulated elections, the results of which by agreement of the parties are certified by the Board, were conducted in 4.0 percent of the cases

closed. Elections were ordered by the Board in 19.3 percent of the cases.

A total of 4,153 elections and pay-roll checks were conducted by the Board during the year. Valid votes were cast by 1,126,501 workers, 80 percent of those eligible to participate in the choice of their bargaining representatives in these cases. Votes cast for a union were 82 percent of the valid votes. A union was chosen as representative for collective bargaining in all but 13.8 percent of the elections and pay-roll checks.

The liaison procedures with other Federal agencies established since the declaration of war have been extended. War production and the letting of war contracts brought to the Board many requests from other Federal departments and agencies for expeditious disposition of cases. The multiplicity of agencies also rendered essential exchange of pertinent information between the Board and other agencies concerning labor relations in hundreds of war plants. Among the agencies with which the Board has exchanged information and with which it has had most frequent occasion to confer are the War and Navy Departments, the War Production Board, the War Shipping Administration, the National War Labor Board, and the Conciliation Service of the Department of Labor.

Machinery has been established under which constant relationships are maintained with the National War Labor Board and the Department of Labor, for the purpose of exchanging information and integrating closely efforts for the maintenance of industrial peace. Essentially the Board's function in relation to war plants in which other agencies are interested is to act with speed, whether the case involved is a question concerning representation or a charge of unfair labor practice. The Board has considered cases involving such plants to be of first importance and has given them priority. Wherever cooperation with the other agencies in adjusting cases by informal methods has been possible, consistent with the rights of the employees under the Act, the Board has sought to establish genuine coordination.

In general the Board's Decisions and Orders during the year have continued to interpret, in their application to the great variety of individual situations, the concrete meaning of the rights of self-organization and collective bargaining, and of unfair labor practices, as declared in the Act. The most significant developments in decisions of the year, with analysis of the trend of decisions on certain points which have come to be of particular importance, are presented in Chapters IV and V.

Litigation for enforcement or review of the Board's orders has continued the successful record of earlier years.[6] The decline in the number of cases set aside continued. During the fiscal year 1943, of 96 decisions by the circuit courts of appeals upon petition to enforce or review Board orders, 60 or about 63 percent enforced orders in full, 27, or 28 percent, modified orders, and 9 set orders aside. In

[6] See Ch. VII, and list of cases in Appendix D.

addition, 4 cases reached the Supreme Court during the fiscal year. One case was remanded to the Board for further action. In 3 cases, orders of the Board were enforced in full. A cumulative total of 41 enforcement or review cases had reached the Supreme Court by the end of the fiscal year. Of these, 30 Board orders, or 73.2 percent, were enforced in full; 8 or 19.5 percent were enforced with modifications; 2 or 4.9 percent were set aside; and 1 case was remanded to the Board for further proceedings.

The number of contempt actions filed by the Board for failure to comply with court decrees enforcing Board orders decreased. Only 10 new petitions were filed in the year. Of 20 petitions on docket, 17 were concluded. Compliance prior to a court decision was obtained in 8 cases. In 7 there was an adjudication in contempt, while in 2 the Board's petition was denied.

The issues of major importance in the application of the Act, decided by the courts in 1943, are discussed in Chapter VII.

The Board has begun this year a program of study of the effects of its activities. The aim is to learn so far as possible the results of particular policies and practices, in order that the Board may constantly revise its administration of the Act in the light of experience. Several of the studies completed are summarized in Chapter VIII. These first studies on the whole found encouraging evidence that the work of the Board has been successful in eliminating unfair labor practices, securing compliance with the Act, and making possible the establishment of collective bargaining and stable labor relationships based upon recognition of the bargaining agents chosen by a majority of employees.

THE LIMITATION ON THE APPROPRIATION

By means of an amendment to the Labor-Federal Security Appropriation Act of 1944, Congress imposed a serious limitation upon the use by the Board of the funds allotted it thereunder to administer the National Labor Relations Act during the current fiscal year. The amendment provides as follows:

> No part of the funds appropriated in this title shall be used in any way in connection with a complaint case arising over an agreement between management and labor which has been in existence for three months or longer without complaint being filed: *Provided*, That hereafter, notice of such agreement shall have been posted in the plant affected for said period of three months, said notice containing information as to the location at an accessible place of such agreement where said agreement shall be open for inspection by any interested person.[7]

The above amendment does not purport to change the substantive provisions of the National Labor Relations Act. Nevertheless, it operates as effectively in some instances as would a direct amendment to the Act to prohibit the Board from enforcing the principles of the Act. This is accomplished by forbidding the Board to expend its

[7] Labor-Federal Security Appropriation Act, 1944. 57 Stat. 494.

current funds in connection with "a complaint case [8] arising over an agreement between management and labor which has been in existence for 3 months or more without complaint being filed." [9]

The legislative history of the amendment shows that the purpose of its original sponsors was to prevent the Board from proceeding to issue a Decision and Order in the *Kaiser Shipbuilding* cases.[10] These cases involved complaints based upon charges that the respondent corporations had discriminatorily discharged certain employees pursuant to closed-shop contracts which were alleged to be illegal. Upon the passage of the amendment, therefore, the Board took immediate action to terminate the *Kaiser* cases and all similar cases.

But while the original purpose was to preclude the Board from proceeding in the *Kaiser* cases and cases of a similar nature, the prohibition contained in the amendment reaches beyond the kind of situation presented in the *Kaiser* cases. Although many questions concerning the interpretation of the amendment have not yet been settled, the broad outline of its coverage has been established. And it is now clear that the broad and unqualified language of the amendment operates to preclude the Board from taking action to prevent unfair labor practices in any complaint case where there is involved an agreement between management and labor which has been in existence for 3 months or longer without charges being filed, wholly without regard to the illegality of the contract or the nature of the unfair labor practices which have been committed.

That this is true was plainly demonstrated by an opinion of the Comptroller General of the United States on October 21, 1943, in which he passed upon the question of the application of the amendment to cases involving company-dominated unions, which are prohibited by Section 8 (2) of the Act. In response to a request by the Board for a decision on that question, the Comptroller General ruled that, since the necessary effect of the normal 8 (2) order is to abrogate any contract which may exist between the company-dominated union and the employer, the amendment precludes the Board from proceeding in any such case in which there exists a contract which has been in effect for 3 months or more without a charge being filed. In such a case, as the Comptroller General pointed out, it is not necessary that the execution of the contract constitute the crux of the unfair labor practice, the prohibition being applicable however incidentally or casually the agreement in question may be involved.

[8] In a decision issued on July 29, 1943, the Comptroller General ruled that "a complaint case" refers to a case in the complaint stage; i. e., the stage preceding issuance of a Board Decision and Order, and consequently that it does not preclude the Board from expending its funds in connection with enforcement proceedings in the courts in cases decided by the Board prior to July 1, 1943. This view has been sustained by the courts in *National Labor Relations Board* v. *Elwine Knitting Mills* (C. C. A. 2), decided October 26, 1943, and in *National Labor Relations Board* v. *Baltimore Transit Company* (C. C. A. 4), decided without opinion October 5, 1943.

[9] In his decision issued on July 29, 1943, the Comptroller General ruled that the phrase "without complaint being filed" limits the use of funds to those cases in which charges have been filed with the Board within 3 months of the execution of an agreement, but prescribes no limitation as to the time within which a complaint may be issued by the Board.

[10] *Matter of Oregon Shipbuilding Corporation* and *Industrial Union of Marine and Shipbuilding Workers of America; Matter of Oregon Shipbuilding Corporation* and *William King, an individual;* and *Matter of Kaiser Company, Inc.*, and *Industrial Union of Marine and Shipbuilding Workers of America et al.;* cases Nos. XIX-C-997; XIX-C-1055; XIX-C-1101.

Since it serves in many cases to protect illegal contracts, the amendment also protects unlawful conduct which stems from such contracts. Thus it may operate to sanction the discharge of an employee pursuant to a closed-shop contract, despite the fact that such contract is plainly illegal under the terms of the proviso to Section 8 (3) of the Act. And in this regard, it is immaterial whether the illegality of the contract is due to the fact that it is made with a minority union or to the fact that it is made with a union which has been maintained or assisted by unfair labor practices on the part of the employer. By virtue of the amendment, the discharge is privileged in either case unless a charge is filed within 3 months after the execution of the contract. Likewise, the amendment has the effect in some cases of nullifying the right granted a majority representative under Section 8 (5) of the Act to bargain collectively for all the employees in an appropriate unit. This occurs in situations where there exists a contract between the employer and a labor organization which is either representative of a minority group or is company assisted or dominated. Despite the fact that the contract in either instance is patently illegal under the Act, the amendment prevents the Board from proceeding on an 8 (5) charge in this situation unless the time limitation upon filing a charge is complied with, for the reason that the normal 8 (5) order would result in abrogation of the contract.

Since the amendment expressly applies to "complaint cases" only, it does not directly affect representation cases. Consequently, the Board may proceed in such cases in all respects as before the passage of the amendment. This, however, may lead to incongruous results for the reason that the certification of a bargaining agent made by the Board in a representation case is frequently used to prove the majority status of the certified union in a subsequent complaint case involving a refusal to bargain. Whenever a refusal to bargain follows a certification, the proceeding then becomes a "complaint case," and, as such, is made subject to the disability imposed by the amendment in the event that the employer is under contract with a labor organization other than the certified representative. In this situation, therefore, the amendment may in fact so operate as to give the employer the option of dealing with either the certified majority union or the minority union which holds the contract. And in any case in which the employer chooses to deal with the minority group, the amendment may have the effect of nullifying the Board's certification and depriving the majority representative of its rights under the Act.

A troublesome question raised by the amendment relates to the running of the 3 months' time limitation placed upon the filing of charges. This problem becomes particularly acute in situations where there has been a continuous contractual relationship for a long period of time. In such a case the problem is to determine which of a series of contracts is the critical one which starts the operation of the time limitation. In cases involving newly negotiated contracts, it is clear that the date of the execution of the latest contract will govern. Cases

involving automatic renewal contracts, however, raise more difficult questions, the answers to which have not yet been fully determined.

As appears from the foregoing, the amendment strikes at the heart of some of the basic principles of the National Labor Relations Act. Under its protection an employer and a minority union may by collusive action override the democratic principle of majority rule and destroy the freedom of choice guaranteed employees under the Act. Subject only to the risk that a charge may be filed within 3 months, this result may be accomplished by the simple device of executing a closed-shop contract with a minority group and thereby requiring all employees to become members of that organization upon penalty of discharge. Likewise, the employer may achieve the same end by establishing an organization of his own creation and cloaking it with an illegal contract. Due to the operation of the amendment, these illegal contracts may serve not only to protect the status of the organizations which hold them in violation of the Act, but also to deprive employees subject to their illegal restraints of the rights guaranteed them by the National Labor Relations Act.

These pervasive effects which flow from the amendment can be avoided only by the filing of a charge within 3 months after the illegal contract is executed. This single safeguard, however, has proved to be inadequate. This is chiefly because the illegal contractual relationship may have existed for a much longer period without occasion ever having arisen for attacking it, because the particularly discriminatory or coercive act giving rise to a charge occurred long after the 3 months' period had expired.

In accordance with the mandate of the amendment, the Board has taken steps to quickly terminate all cases covered by it. Doubtful questions with respect to the coverage of the amendment have been submitted by the Board to the Comptroller General for decision. While awaiting the decision in such instances, the Board, in order to avoid taking any action contrary to the intent of Congress as expressed in the amendment, has withheld formal action in cases which might be affected by the decision. And once it has been determined by the Comptroller that further action in a particular kind of case is barred by the amendment, the Board has taken immediate action to terminate all such cases. If the amendment covers only a portion of the case and there are remaining unfair labor practices which are clearly severable, that portion of the case covered has been terminated.

Pursuant to the amendment, the Board has taken steps to terminate,[11] in whole or in part, 11 cases in which formal hearings had been held. In 6 of these cases, the Trial Examiner had issued his Intermediate Report finding violations of the Act. Included in the 11 cases in which formal proceedings had been started were some of the most important cases on the Board's docket. Of the 11 cases, 6 concerned allegedly company-dominated unions, 5 concerned affiliated organizations which were charged with having been the beneficiaries of illegal assist-

[11] The statistics relating to cases disposed of under the Amendment set forth in this and the succeeding paragraph cover a period from the passage of the Amendment to November 8, 1943.

ance on the part of the employers, and one concerned an allegedly discriminatory discharge pursuant to an agreement with a defunct organization. In 10 of these cases the charges were filed by unions affiliated with the major labor federations, the Congress of Industrial Organizations and the American Federation of Labor. In the remaining 1 the charge was filed by a large independent organization.

In addition to the above, the Board because of the amendment has disposed of 45 [12] cases, in whole or in part, in the informal stage prior to issuance of a complaint. Thirty-two of these cases involved labor organizations which are charged with being company dominated or company assisted in violation of the Act. Thirteen, including some in which allegedly company-dominated or assisted unions were also involved, concerned discharges which were claimed to be discriminatory under Section 8 (3) of the Act. And in 4 cases it was charged that the employer had unlawfully refused to bargain collectively in violation of Section 8 (5) of the Act. The charges in 39 of these cases were filed by unions affiliated with one or the other of the major labor federations, the remaining 6 being filed by unaffiliated unions or individuals.

Constituting as it does a restriction on the use of funds for the fiscal year 1944, the amendment will remain in effect until June 30, 1944, unless it is sooner repealed. The Board has endeavored and will continue to endeavor to interpret and apply the amendment strictly in accord with the intent of Congress and the interpretative decisions of the Comptroller General. In view of the destructive impact of the amendment upon the basic principles of the Act, however, the Board earnestly hopes that Congress will not find it necessary to continue the prohibition thus imposed upon it.

THE WAR LABOR DISPUTES ACT

The procedures used by the Board in its administration of Section 8 of the War Labor Disputes Act,[13] providing for the taking of strike votes, are described in Chapter IX. The activities of the three governmental agencies concerned—the Board, the Department of Labor, and the National War Labor Board, are coordinated through an interdepartmental committee. This committee affords an effective medium for the interchange of information and for the discussion of policy questions and other problems relating to the administration of this Act.

From the date of the passage of the Act to October 15, 1943, a total of 367 dispute notices had been filed. As of this date, 236 of the notices or 64.3 percent had been withdrawn in various stages of procedure before the end of the 30-day waiting period. In 63 cases

[12] This number includes as 1 case 13 individual discharge cases involving the same employer.
[13] 57 Stat. 163 (1943).

secret ballots had been conducted, some of them involving a number of separate plants or operations. In 58 cases the majority of the employees voted in favor of an interruption of production. In 6, the majority of the employees, or the majority in 1 of 2 groups involved, voted against a strike. In only 19 cases, however, according to available information, had a strike followed an affirmative vote. In 5 cases strikes occurred either before or after a strike notice was withdrawn. Sixty-seven notices were still pending.

558154—44——2

II

ORGANIZATIONAL AND ADMINISTRATIVE DEVELOPMENTS

ORGANIZATION

Throughout the fiscal year just closed, as in former years, the Board has endeavored to improve its organization and procedures, and to adjust them to changing conditions while preserving the basic structure and practices which have been tested by experience and approved by the courts.

Thus, as in the past, the operating functions of the Washington staff are divided among the Legal Division, charged with the review and analysis of records in Board cases, and the preparation of decisions at Board direction, the conduct of litigation, and the general direction of the field attorney staff; the Trial Examining Division, whose staff members sit as Trial Examiners in Board cases and prepare Intermediate Reports; the Field Division, which directs the activities of the Regional Offices, reviews and analyzes cases on appeal and other cases handled administratively, and carries on liaison activities with other governmental agencies; and the Information Division, which makes available to the public necessary data concerning the Board's activities. The business management functions of the Board, formerly vested in the Administrative and Personnel Divisions, have been consolidated, to facilitate centralized control, in the Administrative Division.

Because of its decreased staff, the Board has abolished its Regional Offices at Denver, Milwaukee, and Indianapolis, and has divided the areas formerly served by these offices among the adjoining Regions. The Board, accordingly, now maintains 19 Regional Offices, and 2 Territorial Offices at San Juan, P. R., and Honolulu, T. H.

The staffs of the Regional Offices include, in addition to Regional Directors and Regional Attorneys, the Field Examiners who make the investigations of cases and conduct elections, and the Field Attorneys who act as counsel generally and try cases which go to hearing.

CHANGES IN INTERNAL OPERATIONS

The past fiscal year has been marked by substantial administrative improvements, with particular emphasis on expediting all phases of the decision-making process in view of the urgency of the Board's

role in the maintenance of stable labor relations and uninterrupted war production.

Through these new administrative techniques, the Board, despite its own manpower problem created by heavy turnover and a decreasing staff, has striven to dispose of a heavy case load, occasioned by the rapid expansion of war industries.

Of major importance in this effort is the work performed by the staffs of the Board's Regional Offices, frequently under the most difficult conditions, involving the conduct of elections on a 24-hour basis, the dislocation of normal travel facilities, and related difficulties of wartime operation. Although the percentage of contested cases has substantially increased, the great majority of cases are still handled in their entirety by the Regional Offices. Last year, 85.8 percent of the unfair labor practice cases and 76.4 percent of the representation cases closed during the year were disposed of in the Regional Offices, without resort to formal hearing and decision by the Board itself.

The authority vested on October 14, 1942, in Regional Directors, with the concurrence of the Regional Attorneys to issue complaints or Notices of Hearing without the prior approval of the Board, has been proven, during the intervening period, a sound and efficient delegation of authority. A recent analysis indicates that approximately 70 percent of all complaints have been issued without prior advice from the Board, and that 92 percent of such complaints have been subsequently sustained, in whole or in part, by the Board or its Trial Examiner. Similarly, in representation cases, Notice of Hearing has been issued by the Regional Offices without prior advice from Washington in approximately 86 percent of all representation cases resulting in a hearing, and the Board has directed elections in approximately 90 percent of such cases.

The increasing dispatch with which the field staff has handled its added responsibilities is indicated by the fact that the median interval between the filing of charge and the opening of hearing in unfair labor practice cases has been reduced from 200 days in 1942 to 125 days in 1943, while in representation cases the corresponding interval has been cut from 44 days in 1942 to 31 days in 1943.

There has been a similar decrease in the time required to dispose of contested cases. Thus, the average period for the issuance of Intermediate Reports by the Trial Examiners following the close of the hearing has been reduced from 9 weeks during the fiscal year 1942 to 5 weeks during 1943, despite the increase in the number of reports issued from 198 during 1942 to 258 in 1943, the largest number in the Board's history.

The average time consumed during the entire review process from transfer to the Board to issuance of decision in unfair labor practice cases was steadily shortened until by the end of the fiscal year it had been cut virtually in half. Thus, at the beginning of the fiscal year, the average time employed in contested complaint cases was 4 months;

in June of 1943, it was slightly more than 2 months. A similar gain was made in the disposition of representation cases. According to a time study covering the first 6 months of the fiscal year of 1942, the average time required to process a representation case from assignment to issuance was 27 days. During the last 5 months of the past fiscal year, the monthly average was never more than 19 days and in June of 1943 was less than 17 days.

The accelerated speed in case handling during the last fiscal year brought about a corresponding and substantial increase in the number of decisions issued in both complaint and representation cases. Accordingly, the Board issued decisions in 405 unfair labor practice cases, a gain of 40.6 percent over the 288 complaint cases decided in 1942. The 1,361 representation case decisions issued during the fiscal year constitute an increase of 43.1 percent over the figure for the previous year when 951 representation cases were decided. This record becomes doubly significant when it is recalled that the number issued in 1942 was, itself, an increase of 28 percent over the record of the previous year, making a total gain of 83 percent during the past 2 years.

During the year, increased responsibility has been placed upon the Regional Offices for carrying on the Board's compliance activities. Through the institution of procedures for the systematic follow-up and reporting by the Regional Offices of cases in all phases of compliance, coordination of Washington and field compliance activities has been secured, and the speed and effectiveness of the remedies afforded under the Act have been materially increased.

CHANGES IN FORMAL RULES AND REGULATIONS

Important changes in the Board's Rules and Regulations have been made since the last Annual Report. While several of these occurred after the close of the fiscal year 1943, they are included here to provide authoritative information on current practice as prescribed by the Rules and Regulations.[1] These amendments have been adopted to expedite formal proceedings and to carry forward more effectively the policies of the Act.

Effective July 16, 1943, the Board amended its procedure [2] for the conduct of run-off elections in cases where the original poll is inconclusive because no choice on the ballot received a majority of the ballots cast.[3] The change in policy followed a public hearing on August 3, 1943, in which labor organizations and employers offered their suggestions and criticisms relating to the proposed change. Only one run-off election is provided for under the new policy, and it is to be conducted only when requested within 10 days of the original election. However, no representative will be placed on the run-off

[1] For full text of Rules and Regulations—Series 3, effective November 26, 1943, see Appendix F, p. 207.
[2] Article III, Section 11, Rules and Regulations—Series 3.
[3] Although the Board has consistently conducted run-off elections, no specific provision therefor had heretofore been included in its Rules and Regulations. At the time of amending its procedure it incorporated the new run-off election procedure in its Rules and Regulations.

ballot unless it receives at least 20 percent of the valid votes cast in the original election.

The form of run-off ballot under the new policy as compared with that under the old procedure, which was in effect for 3 years, in various types of vote distributions is as follows:

Votes in first election	Old policy	New policy
2 unions first and second in number of votes, "neither" third.	Choice between 2 unions.	Same.
"Neither" second in number of votes.	do	Same, unless second union has less than 20 percent of votes.
"Neither" the largest vote but not a majority.	No run-off, dismiss.	Vote for or against union with largest vote.
"Neither" a majority	do	Same.
Three unions, with the "none" vote second.	Choice among 3 unions	Choice between top 2 unions, unless second union has less than 20 percent of votes.

By an amendment to Article II, Sections 33 and 37, effective October 21, 1943, the Board has extended to counsel for the Board the privilege formerly limited to counsel for the parties, of filing Exceptions to Trial Examiner's Intermediate Reports or to proposed orders of the Board. The Board wishes in occasional cases to have the benefit of such Exceptions filed by Board's counsel who tried the case. It is not anticipated that counsel for the Board will exercise the privilege of filing such Exceptions in all cases where they consider the Intermediate Report or proposed order inadequate, but only in unusual cases. The discretion in the matter is left to the Regional Attorney.

Article III, Section 10, prescribing election and post-election procedure was amended effective November 26, 1943, in the interest of saving time and manpower, and the elimination of unnecessary reports. Generally speaking, before the amendment the Election Report, prepared by the Regional Director and served upon the parties following an election,[4] included a Tally of the Ballots and the Regional Director's rulings, if any, on challenged ballots. Within 5 days after the service of this document [5] parties could file with the Regional Director Objections to the conduct of the ballot or the election. The Regional Director then prepared a Report on Objections and served it on all parties.

Under the present amendment the original Election Report is dispensed with. At the conclusion of the election, the parties are furnished with a Tally of the Ballots then and there. Within 5 days thereafter parties may file Objections to the conduct of the election.

[4] It has always been the policy of the Board to designate the Regional Director in the Region where the election is to be held as its agent to conduct the election.

[5] The service of this report by registered mail, the awaiting the return of the registry receipts for the purpose of making up an affidavit of proof of service, in the past has entailed much time, uncertainty, and clerical work, hampering post-election procedure. For example, in instances where the Regional Office was far distant from the place of election the Election Report in simple cases oft times could not be mailed in less than 3 or 4 days after the election and registry receipts might not be returned to the office for 7 days there after. Under such circumstances it would be impossible for the office to proceed until it had ascertained or a certainty when the Election Report was actually served upon the parties.

The Regional Director then prepares and serves upon the parties a Report on the Objections, Challenged Ballots, or both.[6] Within 5 days from the date of such report the parties may file Exceptions with the Board in Washington, D. C.

In cases where there are no challenged ballots (or the determination of the challenges would not affect the results of the election) and no Objections are filed [7] the Regional Director within 5 days after the conclusion of the election forwards to the Board in Washington, D. C., the Tally of the Ballots, which, together with the record previously made, constitutes the record in the case, and the Board may thereupon decide the matter forthwith upon the record or make other disposition of the case. In other words, under the new procedure, in a large percentage of elections conducted the Board can proceed to final disposition within 6 days after the election is conducted. The interests of the parties continue to be fully protected under this new procedure.

Two new Articles have been added to the Board's Rules and Regulations. A new Article VII effectuating, as to the Board's confidential files, the general Government policy against the production thereof, pursuant to subpena duces tecum issued by any court, commission, or board, and testimony by Board employees as to the contents of such confidential files, was issued by the Board effective October 21, 1943.

A new Article X has been added by the Board to its Rules and Regulations effective October 30, 1943. This amendment applies to the enforcement or protection of rights, privileges, and immunities granted or guaranteed by the recent amendment to the Communications Act of 1934 [8]—and the Board's powers and duties thereunder. Generally speaking, by this Article the Board adopts all the applicable Sections of its Rules and Regulations now in effect as its Rules and Regulations for the enforcement or protection of rights, privileges, and immunities granted or guaranteed by the said amendment to the Communications Act of 1934.

In order to clarify certain questions which have arisen in connection with consent elections, procedure has as to such elections been given formal recognition through amendment of the Rules and Regulations.[9]

[6] The report is a consolidated report in the event there are both Objections and challenged ballots.
[7] This category of cases represents the large bulk of elections conducted.
[8] 57 Stat. 5; 47 U. S. C. A. 222 (Supp. 1943).
[9] See Appendix F.

III

A STATISTICAL ANALYSIS OF CASES FILED, CASES CLOSED, AND ELECTIONS CONDUCTED DURING 1943

CASES FILED DURING 1943

During the fiscal year ending June 30, 1943, 9,543 new cases were filed with the Board, a larger number than ever before filed except for the 2 peak years of 1938 and 1942. Representation cases, comprising 64 percent of the total, numbered 6,140, the largest number that has been received in any 1 of the Board's 8 years of activity. On the other hand, fewer unfair labor practice cases were filed in 1943 than in 5 preceding years; 3,403 cases or 36 percent of all cases received during the year. The greater emphasis being given in the Board's work to the orderly determination of collective bargaining representatives, reflected in the large number of representation cases filed, continues a trend which began in 1941 when the number of representation cases filed nearly doubled over the previous year. The upward trend continued in 1942 with an increase of 39 percent, and in the current year with an increase of 2.2 percent. The number of cases received during each of the Board's 8 years of activity is shown below:

Table 1.—Number of cases filed, 1936–43

Fiscal year	All cases	Unfair labor practice cases	Representation cases
1936–43	58,318	32,306	26,012
1936	1,068	865	203
1937	4,068	2,895	1,173
1938	10,430	6,807	3,623
1939	6,904	4,618	2,286
1940	6,177	3,934	2,243
1941	9,151	4,817	4,334
1942	10,977	4,967	6,010
1943	9,543	3,403	6,140

While the number of unfair labor practice cases declined 31.5 percent, compared with the number filed in 1942, the number of workers employed at the plants involved in these cases increased 76 percent. An increase of 17 percent occurred in the number of workers

involved in representation cases (defined as number in unit for which petition is filed).

Distribution of New Cases, by State [1]

Approximately 50 percent of the cases received during the fiscal year were concentrated in 6 States: New York, Ohio, Illinois, California, Michigan, and Pennsylvania. New York alone accounted for 11.5 percent of all cases filed. Over 70 percent of all cases were filed in 12 States.

A study of the increase and decline in cases filed in each State during 1943, as compared with 1942, throws light on the geographic distribution of the general decrease in unfair labor practice cases and the increase in representation cases. While the number of unfair labor practice cases filed in 1943 was 31.5 percent less than the number filed in 1942, the number of such cases filed in 20 States, including New York and California, showed a more than proportionate decline. The 408 cases filed in New York represented a decline of 45.6 percent, compared with 1942; in California unfair labor practice cases dropped 45.2 percent. Only 7 States and Puerto Rico experienced an increase in unfair labor practice cases during the year: Massachusetts, Florida, North Carolina, South Carolina, Nevada, Mississippi, and North Dakota. Thus the decline in unfair labor practice cases occurred generally throughout the Nation. In the Pacific coast and Mountain areas the percentage decline was greater than in all other sections of the country; 48.5 and 46.4 percent respectively. The smallest decline in unfair labor practice cases (13.7 percent) occurred in the East South Central States (Kentucky, Tennessee, Alabama, and Mississippi).

The changes in number of representation cases filed between 1942 and 1943 were not uniform from State to State. Representation cases, as a whole, increased 2.2 percent over 1942, but in 23 States, including the ranking States of New York, California, Michigan, and Massachusetts, the number dropped. On the other hand, unusually large increases occurred in 20 States including Ohio, New Jersey, and Kentucky. Even within given areas of the country there were sharp differences among the States in the rise and decline of new representation cases. Thus, while the Middle Atlantic States, as a group, registered an increase of 1.6 percent, New York, which alone accounted for nearly half of the cases in this area, declined by 10.9 percent; New Jersey increased 26.6 percent, and Pennsylvania, 8.9 percent. A more consistent increase occurred in the East North Central States with a larger number of representation cases filed in Illinois, Ohio, Indiana, and Wisconsin in 1943 than in the previous year. However, there were 5.7 percent fewer cases filed in the State of Michigan. On the Pacific coast, representation cases increased 6.3 percent; California, where 70 percent of the cases in this group were filed, declined by 0.8 percent; Washington increased 31.1 percent

[1] See table 4 in Appendix, p. 86.

and Oregon 25.6 percent. The largest percentage decline occurred in the West South Central States, and was accounted for by the States of Louisiana, Arkansas, and Texas. Oklahoma, also in this group, increased by 17.1 percent. The following table contains a distribution of new cases by area, and a comparison with 1942:

Table 2.—Geographic distribution of cases received during the fiscal year 1943, and percent increase or decrease compared with the fiscal year 1942

Area [1]	Number of cases received in 1943		Percent increase or decrease compared with 1942	
	Unfair labor practice cases	Representation cases	Unfair labor practice cases	Representation cases
New England States	241	456	−16.0	−3.0
Middle Atlantic States	795	1,463	−36.0	+1.6
East North Central States	922	1,859	−30.7	+5.9
West North Central States	287	534	−37.7	−1.1
South Atlantic States	379	475	−18.8	−3.8
East South Central States	176	307	−13.7	+39.5
West South Central States	177	256	−20.6	−28.5
Mountain States	82	177	−46.4	+6.0
Pacific States	303	679	−48.5	+6.3

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

Distribution of New Cases, by Industry [2]

The companies involved in cases filed during 1943 were predominantly engaged in manufacturing (7,560 cases, comprising 79.2 percent of all cases received). The corresponding proportion for 1942 was only 72.7 percent. The leading industry was iron and steel with 1,512 cases, or 15.8 percent of all cases. Included in this group is the production of ordnance which alone accounted for 617 cases. Fifty percent of the Board's cases were concentrated in 7 major industries, all essential to the war effort. These were iron and steel, machinery, aircraft, food, shipbuilding, chemicals, and electrical machinery. Transportation equipment alone accounted for 1,146 cases, or 12 percent of the total number. Included in this group is aircraft with 553 cases, an increase of 117 percent over 1942, and shipbuilding with 475 cases, or 134 percent more than in 1942.

In the nonmanufacturing industries 716, or 7.5 percent of all cases, involved companies in the transportation, communication, and utilities group. Wholesale trade, which had ranked high in 1942, dropped substantially in 1943, from 744 cases to 295 cases.

The number of unfair labor practice cases exceeded the number of representation cases in five industries: apparel, highway freight transportation, leather, coal mining, and construction. In all other industries the number of representation cases ranged from 50 percent to 84 percent of the total number filed. In nearly all industries, the proportion of representation cases increased over the previous year.

[2] See table 5 in Appendix, p. 18.

One exception was the shipbuilding industry, where the proportion of unfair labor practice cases increased from 36 percent in 1942 to 40.6 percent in 1943. Industries showing a higher than average increase in the proportion of representation cases include aircraft, food, wholesale and retail trade, finance, metal mining, warehousing, and chemicals.

Size of Establishments Involved [3]

A study of the size of establishments involved in unfair labor practice cases indicates that 53 percent of the cases filed in 1943 involved plants employing less than 200 workers, 29 percent involved plants employing between 200 and 1,000 workers, and 18 percent involved plants with over 1,000 workers. The greatest concentration of workers in large plants was found in shipbuilding, with 51 percent of the companies involved employing over 1,000 workers. Aircraft followed with 45 percent, and ordnance was next with 42 percent.

Representation cases were studied in terms of number of workers in the unit petitioned for or the unit found appropriate by the Board. Over 50 percent of these cases involved units of less than 100 workers, 39 percent involved units of from 100 to 1,000 workers, and only 6 percent involved units of over 1,000 workers.

Allegations in Charges Received [4]

As in previous years, the predominant allegation in charges of unfair labor practice received was alleged discrimination with regard to hire or tenure of employment under Section 8 (3) of the Act. The allegation was made in 2,256 cases, or 66.3 percent of all cases filed. The number of charges alleging refusal to bargain (Section 8 (5)) decreased from 1,550 in 1942 to 756 in 1943; the allegation occurred in 22.2 percent of all cases filed in the current year, as compared with 31.2 percent for the previous year. Charges alleging company domination of a union (Section 8 (2)) declined 45 percent, from 613 in 1942 to 337 in 1943. The general allegation of interference, restraint, and coercion, Section 8 (1) of the Act, occurred independently of other allegations in 424 cases, a decrease of 16.4 percent compared with the previous year.

CASES DISPOSED OF DURING 1943

Increased Volume of Formal Activity

The Board closed 9,777 or 78.8 percent of the 12,403 cases on docket during the fiscal year 1943. Of this number, 3,849 were unfair labor practice cases and 5,928 were representation cases. Although, as in previous years, the majority of cases closed during 1943 did not require formal action, the number of cases that did involve formal procedures

[3] See tables 6 and 7 in Appendix, pp. 89 and 90.
[4] See table 3 in Appendix, p. 85.

increased significantly over the previous year. Cases closed before formal action constituted 77.7 percent of all cases closed. Cases closed after formal action accounted for 22.3 percent, compared with 15.8 percent for the year 1942. The change has been apparent for both unfair labor practice and representation cases.

Further indication of the increased volume of formal activity is given by the number of formal actions taken by the Board during the year. Four hundred complaints were issued in 1943, an increase of 11.4 percent over the previous year. Unfair labor practice hearings and Intermediate Reports increased 29.4 percent and 29.9 percent respectively. Decisions in unfair labor practice cases numbered 405, 40.6 percent above the number for 1942. The record for representation cases is similar, with an increase of 27.1 percent for hearings in 1943, and 43.1 percent for decisions. The number of formal actions taken in 1943 compared with the number for 1942, appears in the following table:

Table 3.—Formal actions taken during the fiscal year 1943 and percent increase compared with 1942

Formal action	All cases		Unfair labor practice cases		Representation cases	
	Number	Percent increase compared with 1942	Number	Percent increase compared with 1942	Number	Percent increase compared with 1942
Complaints issued	400	11.4	400	11.4		
Notices of Hearing issued	1,326	31.2			1,326	31.2
Cases heard	1,836	27.6	365	29.4	1,471	27.1
Intermediate Reports or proposed findings issued	261	29.9	261	29.9		
Decisions issued	1,766	42.5	405	40.6	1,361	43.1
Decisions and Orders	265	47.2	265	47.2		
Decisions and Consent Orders	140	29.6	140	29.6		
Elections directed	1,041	57.3			1,041	57.3
Certifications or dismissals after stipulated elections	237	14.5			237	14.5
Certifications or dismissals on record	83	1.2			83	1.2

One explanation for the increased volume of formal actions in representation cases is the changing character and complexity of these cases. In earlier years, the question of representation usually arose in plants that had been previously unorganized, so that there were no existing bargaining rights to be protected, and the question could frequently be resolved by agreement of the parties. Many cases today are more complex; they cannot be disposed of in the Regional Office without extensive and thorough investigation. One source of difficulty is the cases that arise in units having established bargaining relationships, which may constitute a bar to Board proceedings. These cases are rarely adjusted, except after a complete and thorough investigation; more usually they must be taken to

formal hearing. Another group of petitions involve fringe groups (including borderline cases of supervisory employees, who are excluded from bargaining units by the Board) and historically unorganized classes of workers. Illustrations include militarized guards, allegedly confidential employees, inspectors, and commission workers of questionable employee status. Investigation of these cases is relatively difficult and time consuming because new and novel questions are raised. Another group of relatively new and difficult petitions are those filed by minority groups previously included in industrial units. Finally, there are difficult investigation problems in a large group of cases arising in the presence of expanding or contracting employment, which is fairly widespread in war industry.

Unfair Labor Practice Cases [5]

Unfair labor practice cases are closed by the following methods: adjustment, compliance, withdrawal, and dismissal. Cases are adjusted when the parties arrive at an agreement settling the issues in accordance with the requirements of the Act. This type of disposition accounted for 35.3 percent of all unfair labor practice cases closed. In the 3 preceding years, adjusted cases constituted a larger proportion of the total number disposed of (from 40 to 45 percent). Cases closed by compliance with an Intermediate Report, Board decision, or court order constituted 10.9 percent of the cases closed, a higher proportion than in any of the 8 years of the Board's operation. The complainant withdrew his charge in 38.9 percent of the cases closed, and the Board or its Regional Offices dismissed 14.7 percent of the cases. The proportion of cases withdrawn has increased steadily since 1940 when 29.4 percent of the cases were closed in this manner. There was relatively little change in the proportion of dismissals compared with previous years.

Representation Cases [6]

The methods employed in closing representation cases include: informal adjustment with or without an election, formal adjustment providing for Board certification or dismissal after an election, certification following a Board ordered election, withdrawal, and dismissal. Over one-half of the representation cases closed during 1943 were adjusted informally (this proportion varied only slightly from the average experience for 8 years). The great majority (92.7 percent) of the 2,993 cases thus adjusted involved the conduct of a consent election or pay-roll check. The remainder were adjusted by recognition of a union as the bargaining agent, without an election. A union was successful in securing bargaining rights in 85.8 percent of the cases adjusted informally.

Formal adjustments, involving the conduct of a stipulated election, constituted 4 percent of all representation cases closed. Their num-

[5] See table 8 in Appendix, p. 91.
[6] See table 9 in Appendix, pp. 92-93.

ber has increased steadily since this procedure was instituted in 1939. A certification of bargaining representatives was issued in 92.5 percent of the 241 cases thus disposed of.

Cases closed by certification following a Board ordered election numbered 1,014 or 17.1 percent of all representation cases closed, compared with 11.8 percent for 1942. The 1943 number represents an actual increase of 36.8 percent over that for the previous year.

A total of 1,137 cases, or 19.2 percent of all cases closed, were withdrawn by the petitioner. The number of cases dismissed was considerably smaller, representing 9 percent of the cases closed.

The total number of cases closed by certification in both adjusted and Board ordered cases was 1,243 or 21 percent of all cases closed compared with 15 percent for the 3 preceding years. An additional 2,568 cases (43.3 percent of the total number) were closed after a union won a consent election or pay-roll check or was recognized without an election. Thus in 64.3 percent of all representation cases disposed of during the year, a union secured bargaining rights. The number of cases in which unions were unsuccessful in an election increased slightly over previous years. The proportion of cases dismissed without an election for lack of merit or other reason declined gradually during the past 4 years, from 15.7 percent in 1940 to 6.8 percent in 1943. The following table summarizes the methods used in closing representation cases during the past 4 years:

Table 4.—Disposition of representation cases closed during the fiscal years 1940–43, by method

Method of disposition	Number of cases				Percent of total			
	1943	1942	1941	1940	1943	1942	1941	1940
Total	5,928	6,287	3,705	2,690	100.0	100.0	100.0	100.0
Certification	1,243	947	565	423	21.0	15.1	15.2	15.7
Adjustment by recognition or union successful in consent election or pay-roll check	2,568	3,068	1,803	857	43.3	48.8	48.7	31.9
Union unsuccessful in election or pay-roll check	572	566	334	224	9.6	9.0	9.0	8.3
Dismissed without election	405	534	356	422	6.8	8.5	9.6	15.7
Withdrawn	1,137	1,170	644	761	19.2	18.6	17.4	28.3
Otherwise	3	2	3	3	.1	(1)	.1	.1

[1] Less than 0.1 percent.

ELECTIONS AND PAY-ROLL CHECKS CONDUCTED IN 1943 [7]

Number and Extent

Over 1,400,000 workers were eligible to participate in the 4,153 elections and pay-roll checks conducted in 1943 for the choice of

[7] For a detailed description of the different types of election procedures, see Seventh Annual Report, p. 34.

bargaining representatives. The extent of participation in the elections maintained the high level of previous years. Eighty percent of the eligible workers cast valid votes in the 3,642 elections, or presented proof of union membership in the 511 pay-roll checks. Over 923,000 workers, or 82 percent, of those casting valid ballots, chose a union to represent them in collective bargaining; slightly more than 203,000, or 18 percent, voted against participating unions.

Of the total number of elections and pay-roll checks held during the year, 2,755, or 66.3 percent, were conducted upon agreement of the parties, for informal disposition of the case (in the year 1942, consent elections and pay-roll checks were 72.4 percent of the total). The next largest group were the 1,162 elections directed by the Board, representing 28 percent of the total number, a sizeable increase over 1942 when they constituted 21.3 percent of all elections. Only 236 elections, or 5.7 percent, followed stipulations providing for Board certification upon consent election. Consent elections and pay-roll checks accounted for 46.7 percent of the total valid votes; ordered elections, 43 percent; and stipulated elections, 10.3 percent.

Unions and Industries Involved [8]

The great majority of elections and pay-roll checks conducted during the year were uncontested, with the choice for or against a single union. They constituted 76.7 percent of the total number. The Congress of Industrial Organizations was involved in 49.5 percent of the one-union elections, the American Federation of Labor in 41.2 percent, and unaffiliated unions in 9.3 percent. Elections with two parties on the ballot amounted to 22.5 percent of the total; three-party elections, less than 1 percent.

The single industry in which the largest number of elections and pay-roll checks were conducted was iron and steel (including ordnance), which alone accounted for 18.3 percent of the elections and 22.6 percent of the valid votes cast. Over 79 percent of the elections and 90 percent of the valid votes cast were in manufacturing industries. Steel, aircraft, shipbuilding, and nonelectrical machinery together accounted for 55.6 percent of the total valid vote.

While the total number of elections and pay-roll checks declined 1.4 percent compared with the previous year, the number in several major industries increased. Iron and steel, with 758 elections in the current year, increased 38.6 percent over 1942. Elections conducted in establishments manufacturing all types of machinery increased 24.6 percent. Aircraft and shipbuilding increased 162.3 percent and 84.1 percent, respectively. In the nonmanufacturing industries, notable increases were made in mining (65.9 percent) and public utilities (101.4 percent).

[8] See tables 11 and 13 in Appendix, pp. 95, 97.

Results of Elections [9]

The C. I. O. won 75.1 percent of the 2,350 elections and pay-roll checks in which it participated; the A. F. of L. won 69.3 percent of 2,018 elections, and unaffiliated unions won 55.8 percent of 745 elections. While these proportions have not varied greatly from year to year, the proportion of votes cast for A. F. of L. and C. I. O. unions in 1943 was lower than in 1942. In 1943, the C. I. O. polled 61.8 percent of the votes cast in the elections in which it participated compared with 68 percent for 1942; the A. F. of L. received 41.6 percent of the votes, contrasted with 50.9 percent for the previous year. Unaffiliated unions received a slightly higher proportion in 1943, 46.9 percent compared with 45.1 percent in 1942. No union was successful in 573 elections or 13.8 percent of the total number. A summary of the results of elections conducted in 1943 appears in the following table:

Table 5.—Results of elections and pay-roll checks conducted during 1943, by participating unions

Participating union	Elections in which union participated			Elections won by union		Valid votes cast for union	
	Number	Number of eligible voters	Number of valid votes cast	Number	Percent elections in which union participated	Number	Percent of total
A. F. of L.	2,018	642,384	513,815	1,398	69.3	267,118	41.6
C. I. O.	2,350	1,044,265	833,406	1,766	75.1	515,271	61.8
Unaffiliated	745	368,381	300,332	416	55.8	140,780	46.9

The petitioning union was successful in 78.6 percent of all elections and pay-roll checks. The A. F. of L. won 78 percent of the elections in which it was the petitioner; the C. I. O., 81 percent, and unaffiliated unions, 73 percent.

In 76 percent of the elections there was only one party on the ballot, with the choice for or against the petitioning union. In the 1,312 elections where the choice was for or against an A. F. of L. affiliate, the union won in 81.5 percent and received 70.4 percent of the total valid vote. The C. I. O. with 1,577 elections in which no other party was on the ballot, won 85 percent and received 74.5 percent of the votes. Unaffiliated unions, with 296 such elections, won 82.4 percent and received 71.3 percent of the votes.

In 513 contests between the A. F. of L. and C. I. O., the C. I. O won 52.2 percent, the A. F. of L., 41.1 percent; the C. I. O. received 51.6 percent of the votes and the A. F. of L., 39.1 percent. Both the A. F. of L. and C. I. O. won a majority of the contests with un-

[9] See tables 11 and 12 in Appendix, pp. 95, 96.

affiliated unions. The success of the petitioning union in contested elections is indicated in the following table:

Table 6.—Success of petitioning unions in elections with 2 parties on the ballot, fiscal year 1943

Petitioning union	Intervening union	Elections		Valid votes	
		Number	Percent won by petitioner	Number	Percent won by petitioner
A. F. of L	C.I.O	199	60.8	96,110	41.3
A. F. of L	Unaffiliated	108	73.1	42,674	57.7
C.I.O	A. F. of L	305	67.5	152,905	57.4
C.I.O	Unaffiliated	177	70.1	152,217	53.3
Unaffiliated	A. F. of L	53	47.2	10,683	42.1
Unaffiliated	C.I.O	45	57.8	17,813	49.3

In 24 industries, the C.I.O. won a larger proportion of the elections than the A. F. of L; the A. F. of L. won a larger proportion in 14 industries. The C.I.O. won over 50 percent of the elections held in iron and steel, lumber, rubber, electrical machinery, automotive equipment, metal mining, crude petroleum production, warehousing, and the service trades. The A. F. of L. won over 50 percent of the elections conducted in the construction, finance, highway passenger, and freight transportation, communication, and tobacco manufacturing industries.

Unaffiliated unions won a relatively high proportion of the elections in the chemical and coal mining industries (24.3 and 27.3 percent, respectively). The comparatively high proportion of elections won by unaffiliated unions in these industries is due to the presence of cases involving the United Mine Workers of America. In several industries unions were unsuccessful in a relatively large proportion of the elections (from 20 to 30 percent): textiles, furniture, printing, stone, clay, and glass, automotive equipment, coal mining, nonmetallic mining, wholesale and retail trade, and highway freight transportation.

IV

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

Sections 7 and 8 of the National Labor Relations Act provide, in effect, that employees shall be free to engage in concerted activities, to organize themselves, and to bargain collectively through representatives of their own choosing, and that employers shall not interfere with employees in their exercise of those rights. More specifically, Section 8 makes it an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7; 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 the hire or tenure of employment of employees or any term or condition of their employment, except that an employer may under certain circumstances agree with a labor organization to require membership therein as a condition of employment; to discriminate against an employee because he has filed charges or given testimony under the Act; or to refuse to bargain collectively with the duly designated representatives of the employees in an appropriate unit.

The Board's Seventh Annual Report, covering the fiscal year 1942, gave a general outline of the fundamental principles established by the Board's decisions in unfair labor practice cases. Since then, the Board has issued a substantial number of additional decisions in such cases, although their proportion in the Board's work has continued to decrease. The details of these decisions issued during the fiscal year 1943 may be obtained by referring to the analytical digest-index in each of the volumes of the Board's Decisions and Orders. Following is a more general discussion of the trends and developments in the Board's unfair labor practice cases during the last fiscal year.

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

Since the Act has been in operation for more than 8 years, it is not surprising that many of the unfair labor practice cases coming before the Board present no new or startling techniques of interference with

or restraint or coercion of employees' union activities. The cases decided by the Board during the fiscal year 1943 show, for example, that espionage and surveillance by employers of the union activities of their employees, and the use of violence against union organizers, members, and meetings, have not as yet entirely disappeared from the American industrial scene. Similarly, there are still some employers who insist upon interrogating employees as to their union membership or activity, not infrequently by way of an inquiry as to union affiliation contained in the form of employment application which prospective employees are required to fill out. In some cases, employers have discouraged employees from joining or forming unions by threatening to close down the plant or to move it to another community or by coercing employees into signing individual contracts of employment designed to discourage concerted activities and the ultimate formation of a labor organization. Where employees have nevertheless engaged in union activity, some employers have attempted to make it difficult for them to obtain employment elsewhere, or have interfered by approaching employees individually and persuading them to abandon their acting in concert with their fellow employees. It is now well established that all these activities by employers constitute interference, restraint, or coercion, within the meaning of the Act, although the Board has, of course, continued to investigate carefully each charge of such activity and to determine on the basis of all the facts and circumstances revealed in the record whether or not the charge was justified.

Two cases decided by the Board during the fiscal year 1943 involved an old problem given new meaning by the fact that the Nation is at war.[1] In each of these cases it appeared that the employer had refused to grant passes to officials of the union which had been certified as the bargaining representative of the employees on board the employer's oil tankers, and that it had thereby been made impossible for these officials to board the tankers and to confer with the employees in question. The employers in these cases pressed the contention that denial of the passes was only a necessary wartime safety measure. The Board, however, found the contention not to be borne out by the facts, and decided the cases in accordance with its established principle that an employer's denial of access to union representatives is an unwarranted interference with the employees' right to self-organization. The Board ordered the employer in each of these cases to grant passes to the duly authorized representatives of the labor organization involved, permitting them to "go aboard its vessels for the purposes of collective bargaining, for the discussion and presentation of grievances, and for other mutual aid and protection of the employees represented by the union, including the collection of dues and distribution of trade papers to union members, provided, however, that the re-

[1] *Matter of Richfield Oil Corporation*, 49 N. L. R. B. 593; *Matter of General Petroleum Corporation of California*, 49 N. L. R. B. 606.

spondent is not required to issue passes for the solicitation of membership."

A number of cases which came before the Board during the fiscal year 1943 involved the question of whether and to what extent an employer may prohibit or limit union solicitation or other activity on company time or property. The fact that the problem thus appeared and reappeared indicated that it was of general interest, and the Board therefore felt it wise to evolve a clear and general policy for the guidance of employers and labor organizations alike. The Board's policy was stated in *Matter of Peyton Packing Company*, 49 N. L. R. B. 828, as follows:

> The Act, of course, does not prevent an employer from making and enforcing reasonable rules covering the conduct of employees on company time. Working time is for work. It is therefore within the province of an employer to promulgate and enforce a rule prohibiting union solicitation during working hours. Such a rule must be presumed to be valid in the absence of evidence that it was adopted for a discriminatory purpose. It is no less true that time outside working hours whether before or after work, or during luncheon or rest periods, is an employee's time to use as he wishes without unreasonable restraint, although the employee is on company property. It is therefore not within the province of an employer to promulgate and enforce a rule prohibiting union solicitation by an employee outside of working hours, although on company property. Such a rule must be presumed to be an unreasonable impediment to self-organization and therefore discriminatory in the absence of evidence that special circumstances make the rule necessary in order to maintain production or discipline.

The rule thus formulated by the Board is designed to protect the rights of employees under the Act, but at the same time to discourage needless interference with the uninterrupted production so vital under present wartime conditions. Since the decision in the *Peyton Packing* case, the Board has in general followed the rule there announced that an employer may properly prohibit union activities during working time, but not during the employees' own time even though they are on company property. However, the fact that a no-solicitation rule promulgated by an employer is by its terms applicable to employees on company property even on their own time does not make improper the employer's discharge of an employee who engages in union activity during working time.[2]

The Board has also been faced in a number of cases with the general problem of whether anti-union statements made by an employer are protected by the constitutional guarantee of freedom of speech or whether such statements are violations of Section 8 (1) of the Act. Since the Supreme Court's decision in the *Virginia Electric and Power Company* case,[3] the Board has continued to hold that anti-union statements by an employer, when an integral phase of other anti-union conduct, constitute interference, restraint, and coercion within the meaning of the Act.[4] This is particularly clear where the anti-union statements and conduct of the employer take place shortly prior to an

---

[2] *Matter of Scullin Steel Company*, 49 N. L. R. B. 405.
[3] *N. L. R. B. v. Virginia Electric and Power Company*, 314 U. S. 469.
[4] *Matter of Virginia Electric and Power Company*, 44 N. L. R. B. 404.

election among his employees for the purpose of determining whether they desire to be represented by a labor organization and, if so, by which organization, and where they constitute in effect a campaign by the employer to affect the result of the election. The purpose and the normal effect of an employer's statements under such circumstances, either opposing unions or favoring one union over another, are obvious, and the Board has held them improper under the Act.[5] Even where the employer's preelection statements are not accompanied by or a part of other anti-union conduct, the Board has nevertheless made findings that such statements can be coercive under certain circumstances.[6]

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

Under Section 8 (2) of the Act, it is an unfair labor practice for an employer to dominate or interfere with the formation or administration of, or to contribute support to, any organization in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Several cases decided by the Board during the fiscal year 1943 fell somewhere between this Section of the Act and Section 8 (1), which has been discussed just above. These cases involved the question of assistance by an employer of a labor organization, the assistance falling short of domination or support within the meaning of Section 8 (2) of the Act. The Board has distinguished this kind of case from the usual case of domination and support of a labor organization, in which the illegally dominated or supported organization is ordered disestablished, and has held simply that such assistance by an employer constitutes interference, restraint, and coercion within the meaning of Section 8 (1) of the Act. The assisted labor organization is not disestablished, but the employer is directed to withdraw or withhold recognition of the assisted organization as the collective bargaining representative of the employees until and unless it is certified as such representative by the Board.[7]

The number of Section 8 (2) cases which came before the Board during the year was somewhat smaller than in the past, and in the main they embodied no substantial departure from previous cases. Old-fashioned employee-representation plans now appear compara-

[5] See *Matter of Sunbeam Electric Mfg. Co.*, 41 N. L. R. B. 469.

[6] *Matter of American Tube Bending Co., Inc.*, 44 N. L. R. B. 121. The Board's decision has since been set aside by the Circuit Court of Appeals for the Second Circuit, in *N. L. R. B.* v. *American Tube Bending Co., Inc.*, 134 F. (2d) 993, and the Supreme Court on October, 18, 1943, denied the Board's petition for certiorari, so the question of whether and under what circumstances an employer's anti-union statements may be considered coercive, even though unaccompanied by the other anti-union conduct, is not yet settled.

[7] *Matter of Heather Handkerchief Works, Inc.*, 47 N. L. R. B. 800; *Matter of The Bradford Machine Tool Company*, 44 N. L. R. B. 759; *Matter of Wayne Works*, 47 N. L. R. B. 1437; *Matter of John Engelhorn & Sons*, 42 N. L. R. B. 866; *Matter of Louis F. Cassoff*, 43 N. L. R. B. 1193; *Matter of Premo Pharmaceutical Laboratories, Inc.*, 42 N. L. R. B. 1086; and *Matter of National Silver Company*, 50 N. L. R. B. 570.

tively infrequently in Board proceedings, although their successors still present the Board from time to time with the problem of deciding, on the facts of each case, whether the effect of the employer's domination and support of the predecessor was effectively dissipated prior to the formation of the successor organization, so that employees who joined the successor or designated it as their bargaining representative were able to do so freely and voluntarily. Cases involving newer company-dominated unions revolved for the most part around such now familiar considerations as participation by the employer in the formation of the organization, activities of supervisory employees in promoting the formation or supporting the administration of labor organizations, disparagement of and opposition to rival unions by the employer, use of company facilities or property by the supported organization, and other means of lending a labor organization the support of the employer.

Under Section 8 (2) of the Act, however, the employer's interference, domination, or support is forbidden only 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 conditions of work. In two cases decided shortly before the end of the fiscal year, the Board had before it the question of whether an employer's support and domination of what was allegedly a social organization of his employees constituted an unfair labor practice. In *Matter of Donnelly Garment Company*, 50 N. L. R. B. 241, the Board held that the company's domination and control of an organization of its employees allegedly established for purely social purposes, and the company's utilization of that organization to oppose the formation of a union by its employees, constituted unfair labor practices. *Matter of Essex Rubber Co., Inc.*, 50 N. L. R. B. 283, presented a somewhat similar problem with respect to an organization established among the company's employees ostensibly for the sole purpose of promoting sports and social activities. However, it appeared that the organization was formed and led by strongly anti-union employees, some of whom had been officers of an employee-representation plan previously dominated by the company; that the organization, immediately upon its formation, began a campaign to facilitate and encourage the resignation of employees from an affiliated union which they had previously joined; and that the organization, upon threat of calling a strike, obtained from the company an agreement to check off a certain amount from the wages of each of its members. Some time thereafter the organization formally amended its bylaws to denominate itself a labor organization. The Board held that it was in fact a labor organization prior to the formal amendment of its bylaws.[8] To avoid any future misunderstanding, the Board went on to state that, even if the organization had not been a labor organization prior to the amendment of its

[8] The Board then held that, although the organization was a labor organization, the evidence did not establish its domination or support by the employer.

bylaws, its domination and support by the company during that period, if that were established by the evidence, would nevertheless constitute an unfair labor practice, since any other view would make effective enforcement of Section 8 (2) of the Act extremely difficult.

ENCOURAGING OR DISCOURAGING MEMBERSHIP IN A LABOR ORGANIZATION BY DISCRIMINATION

Section 8 (3) of the Act makes it an unfair labor practice for an employer to encourage or discourage membership in any labor organization by discrimination in regard to hire or tenure of employment or any term or condition of employment, except where he enters into a closed-shop contract under conditions prescribed in the Act. As in the past, the Board has continued to make every effort to see that Section 8 (3) of the Act does not interfere with the normal exercise by employers of the right to hire and discharge employees. The Board is firmly committed to the principle that this Section of the Act shall not be used as a screen for incompetence, misconduct, or insubordination on the part of union employees, although it is of course the Board's duty, upon the basis of a careful consideration of all the facts in each case decided by it, to determine whether the employer's action of which complaint has been made was due to such alleged reasons or to reasons forbidden by the Act.

Some of the cases decided by the Board under Section 8 (3) of the Act during the fiscal year 1943 only affirmed previously established principles. Thus, an employer's refusal to hire a new employee, as well as the discharge of an old employee, because of his union affiliation or activities, constitutes an unfair labor practice under the Act. However, if a refusal to employ is to be found discriminatory, it must appear at least that there was a suitable vacancy available for the applicant.[9] If employees go out on strike for economic reasons and not because of any unfair labor practices on the part of their employer, the latter may replace them in order to keep his business running, and the strikers thereafter have no absolute right of reinstatement to their old jobs.[10] After the termination of a strike, however, an employer may not discriminatorily refuse to reinstate or reemploy the strikers merely because of their union membership or concerted activity.[11] The plea that strikers have lost their seniority merely by virtue of going on strike, and that their reinstatement or reemployment must therefore be subordinated to that of other employees who did not voluntarily participate in the strike, is merely another way of stating that the

[9] *Matter of American Rolling Mill Company*, 43 N. L. R. B. 1020.

[10] *Matter of The Solvay Process Company*, 47 N. L. R. B. 1113. But it is an unfair labor practice for an employer to contract out part of his operations and thereby to displace union employees in order to discourage union membership and activity. *Matter of Tampa Shipbuilding Company, Incorporated*, 50 N. L. R. B. 177; cf. *Matter of Gluek Brewing Co.*, 47 N. L. R. B. 1079.

[11] A different situation is presented where employees concertedly refuse to work overtime and leave the plant at the beginning of each overtime period, but continue to report for work each day at the start of their regular working hours. It is not discriminatory for the employer not to permit such employees to return for their regular working periods so long as they continue to refuse to work overtime. *Matter of Mt. Clemens Pottery Co.*, 46 N. L. R. B. 714.

strikers are being discriminated against.[12] But strikers who engage in serious misconduct during the course of a strike may be denied reinstatement or reemployment by the employer. Employees who are forced to leave their employment as the alternative to accepting discriminatory transfers to other jobs or because of discrimination in regard to the terms or conditions of their employment are in the same position as discriminatorily discharged employees and are entitled to reinstatement.[13]

Several times during the last fiscal year the Board had occasion to consider the applicability of Section 8 (3) of the Act to supervisory employees. In *Matter of Whiting-Mead Co.*, 45 N. L. R. B. 987, a majority of the Board, with one member dissenting, held that supervisory employees are protected from discrimination under Section 8 (3). Thereafter, however, the Board held that an employer properly demoted a supervisory employee who had engaged in union activities for which the employer might be held responsible,[14] and also that the discharge of a foreman because during working hours and contrary to instructions he encouraged employees under his supervision to join a union was not discriminatory.[15] On the other hand, the Board ruled in two other cases that the discharge of a foreman for refusing to participate in his employer's anti-union campaign was discriminatory,[16] and that an employer could not properly demote one supervisory employee for violating a union-neutrality rule by making prounion statements, while at the same time taking no disciplinary action against another supervisory employee who violated the same rule by making anti-union statements.[17] These and other cases are gradually delimiting the scope of the rights and status of supervisory employees under the Act.

Other new or special problems were involved in cases under Section 8 (3) of the Act decided by the Board during the last fiscal year. In *Matter of The Texas Company, Marine Division*, 42 N. L. R. B. 593, the Board, pursuant to remand by the Circuit Court of Appeals for the Ninth Circuit,[18] considered the question of the applicability of Section 8 (3) to maritime employees in the light of the considerable body of legislation governing matters of marine safety and discipline. On the basis of a thorough consideration of the legislation in question, the Board held that there was nothing incompatible between compliance with these legislative safeguards and prevention under the Act of discrimination against maritime employees because of their union membership or activity.[19]

[12] *Matter of Precision Castings Company, Inc.*, 48 N. L. R. B. 870.
[13] *Matter of American Rolling Mill Company*, 43 N. L. R. B. 1020; *Matter of Hancock Brick & Tile Company*, 44 N. L. R. B. 920; *Matter of East Texas Motor Freight Lines*, 47 N. L. R. B. 1023; *Matter of Ford Motor Company*, 50 N. L. R. B. 534; *Matter of Waples-Platter Co.*, 49 N. L. R. B. 1156. The right of such employees to back pay is discussed below, under "Remedial Orders."
[14] *Matter of Armour Fertilizer Works, Inc.*, 46 N. L. R. B. 629.
[15] *Matter of Tabin-Picker & Co.*, 50 N. L. R. B. 928.
[16] *Matter of Richter's Bakery*, 46 N. L. R. B. 447.
[17] *Matter of Boeing Airplane Company*, 46 N. L. R. B. 267.
[18] *Texas Co.* v. *N. L. R. B.*, 120 F. (2d) 186.
[19] The Board's view was subsequently sustained by the Circuit Court of Appeals. *Texas Co.* v. *N. L. R. B.*, 135 F. (2d) 562 (C. C. A. 9).

Three cases decided by the Board involved the misuse of closed-shop contracts, in a manner contrary to the purposes and policies of the Act. In *Matter of Rutland Court Owners, Inc.*, 44 N. L. R. B. 587,[20] certain employees were discharged by their employer, pursuant to and towards the end of the effective period of a valid closed-shop contract, because they had designated as their bargaining representative for the period following the termination date of the contract a union other than the contracting union. The Board stated the issue as being

> whether a closed-shop agreement for 12 months made in conformity with the conditions of the proviso may operate as a defense to otherwise discriminatory discharges effected toward the end of the contract term when the employees covered by the agreement seek to change their collective bargaining representative for the next contractual period.

The majority of the Board held the discharges discriminatory despite the proviso of Section 8 (3).

> The mere fact that all closed shops are not unlawful, by virtue of the proviso, is no reason for holding that closed shops may be made perpetual because validly initiated pursuant to the proviso. * * * to sustain the contention of the respondent and the A. F. of L. Local would be to enforce a closed shop for an unreasonable period, indeed for an indefinitely long period or perhaps even in perpetuity. * * * Effectuation of the basic policies of the Act requires, as the life of the collective contract draws to a close, that the employees be able to advocate a change in their affiliation without fear of discharge by an employer for so doing.

In *Matter of The Wallace Corporation*, 50 N. L. R. B. 138, a consent election was held among the company's employees pursuant to a settlement agreement which provided, in part, that the company would enter into a closed-shop contract with the union which won the election. After the election, the company accordingly signed a closed-shop contract with the winning union, although the company knew at the time that the contracting union intended to exclude from membership employees who had previously been active on behalf of the rival union. Thereafter, employees thus excluded from membership in the contracting union were discharged by the company pursuant to the closed-shop contract. The Board held that, under the circumstances, the contract was invalid and the discharges pursuant to the contract were discriminatory, within the meaning of Section 8 (3) of the Act. In *Matter of Monsieur Henri Wines, Ltd.*, 44 N. L. R. B. 1310, discharges made pursuant to a closed-shop contract, found to have been fraudulently entered into by the employer and the union for the purpose of depriving of employment the employees who had designated the union as their bargaining representative, but who were denied union membership after the contract was signed, were held by the Board to be discriminatory.

DISCRIMINATING AGAINST EMPLOYEES BECAUSE THEY HAVE FILED CHARGES OR GIVEN TESTIMONY UNDER THE ACT

Cases under Section 8 (4) of the Act, which makes it an unfair labor practice for an employer to discharge or otherwise discriminate against

[20] Noted in the Board's Seventh Annual Report, p. 48.

an employee because he has filed charges or given testimony under the Act, continue to constitute a very minor part of the Board's work. In one of the few cases which arose under this Section during the fiscal year 1943, the Board held that an employer could properly refuse to settle a charge of discrimination by reinstating the discharged employee and could insist upon having the charge fully litigated.[21]

REFUSING TO BARGAIN COLLECTIVELY

Section 8 (5) of the Act makes it an unfair labor practice for an employer to refuse to bargain collectively with the representatives designated or selected by the majority of the employees in a unit appropriate for collective bargaining purposes. The Board's decisions during the fiscal year 1943 did not, on the whole, involve any major innovations in the interpretation and application of this Section.

As usual, a number of the cases arising under this Section raised the question of whether the charging union, at the time of the alleged refusal by the employer to bargain collectively, had been designated by a majority of the employees as their bargaining representative. In resolving questions of this kind, the Board has continued to follow the judicially approved nontechnical approach in determining what amounts to designation of a union by employees. For example, where more than a majority of the employees involved had signed membership cards, but some of the cards bore the name of the local charging union whereas others bore the name of the parent union, the Board nevertheless held that the cards constituted adequate designation of the charging union as the bargaining representative, since the record showed in part that the employees were aware of the relationship between the unions.[22] Similarly, the Board held, as it has before, that membership application cards signed by a majority of the employees are enough to designate the union in which membership is requested as the bargaining representative of the employees.[23] Where a union has, after appropriate proceedings under the Act, been certified by the Board as the duly designated bargaining representative of a unit of employees, its status as such representative normally continues thereafter for at least a reasonable period of time during which the parties can, through the process of collective bargaining, attempt to settle their problems amicably.[24] In the interest of stability in bargaining relationships, the Board has held that this is so even where its certification of a union has been followed by the filing under the Act of another petition for investigation and certification of representatives.[25] And in several cases the Board affirmed earlier rulings

[21] *Matter of American Linen Service Co.*, 45 N. L. R. B. 902.

[22] *Matter of Franks Bros. Company*, 44 N. L. R. B. 898. A different situation is presented where a decisive number of employees in the appropriate unit sign cards designating the charging union but also sign cards designating a rival union. *Matter of Harry Stein*, 46 N. L. R. B. 129; *Matter of Abraham B. Karron*, 41 N. L. R. B. 1454.

[23] *Matter of Coca-Cola Bottling Works*, 46 N. L. R. B. 180.

[24] *Matter of Marshall Field & Co.*, 43 N. L. R. B. 874; *Matter of Dadourian Export Corporation*, 46 N. L. R. B. 498; *Matter of Appalachian Electric Power Company*, 47 N. L. R. B. 821; *Matter of John Engelhorn & Sons*, 42 N. L. R. B. 866.

[25] *Matter of Grieder Machine Tool and Die Company*, 49 N. L. R. B. 1325.

that an employer may not properly refuse to bargain collectively with a union which had attained majority status on the ground that it thereafter lost its majority status, where the loss of majority followed the commission by the employer of unfair labor practices forbidden by the Act.[26] A showing merely that there has been a substantial turn-over of personnel does not affect a union's majority status established in an election among the employees held under the auspices of the Board.[27]

In one case which came before the Board under Section 8 (5), the employer had refused to bargain with a union previously certified by the Board, on the ground that the unit of employees for which the union had been certified was inappropriate for collective bargaining purposes because it had been fixed by the Board partly on the basis of the desires of the employees involved.[28] The Board held that there was nothing improper in relying upon the desires of the employees as one of the factors affecting the determination of the unit of employees appropriate for the purposes of collective bargaining, and found that the employer had refused to bargain collectively within the meaning of the Act.[29]

Where it is established that the charging union in a case under Section 8 (5) represents a majority of the employees in an appropriate unit, the only remaining question is whether the employer's conduct constitutes a refusal to bargain. Here the problem which the Board most frequently must decide is whether the evidence in the case shows that the employer has sought in good faith to reach an understanding with his employees' representatives. Over a long period of time, the cases decided by the Board have revealed a recurrent pattern of the indicia of bad faith in bargaining negotiations, and a number of the cases decided during the last fiscal year reflect this pattern. Thus, the Board had occasion to reiterate that bad faith is demonstrated by an employer's unreasonable delay in beginning or resuming negotiations on request; by an employer's failure to make counterproposals after the union's proposals have been made and rejected;[30] by an employer's appointment of bargaining representatives without authority to reach agreements; and by an employer's taking unilateral action, during bargaining negotiations, on matters properly the subject of collective bargaining.

---

[26] See, e. g., *Matter of Porcelain Steels, Inc.*, 46 N. L. R. B. 1235; *Matter of Hirsch Mercantile Company*, 45 N. L. R. B. 377. But cf. *Matter of Louis Natt*, 44 N. L. R. B. 1099, where the charging union's loss of majority was not attributable to any unfair labor practices on the part of the employer.

[27] *Matter of The Century Oxford Manufacturing Corporation*, 47 N. L. R. B. 835.

[28] This is the so-called Globe doctrine, under which the Board, in determining whether different groups or classifications of employees properly constitute one bargaining unit or separate bargaining units, rests its determination in part on the desires of the employees as expressed in an election, other factors being equal. *Matter of the Globe Machine & Stamping Co.*, 3 N. L. R. B. 294.

[29] *Matter of Marshall Field & Co.*, 43 N. L. B. R. 874. The case was subsequently remanded by the Circuit Court of Appeals. *Marshall Field & Co.* v. *N. L. R. B.*, 135 F. (2d) 391 (C. C. A. 7). As hereinafter appears, the Board's practice in such representation cases now is to determine the appropriateness of joining or separating different groups or classifications of employees only after the election has been held, and then on the basis of the entire record, including the results of the election.

[30] An employer's counterproposals may also show bad faith, where they suggest the abandonment of previously granted benefits without any justification shown. *Matter of Register Publishing Co., Ltd.*, 44 N. L. R. B. 834.

Other cases decided during the last fiscal year repeated equally well-established propositions. An outright refusal to negotiate with the employees' designated representatives is, of course, a refusal to bargain. Failure to reply to communications from the employees' representatives or to grant them recognition as representing all the employees in the appropriate unit is also a refusal to bargain. Bargaining with employees individually does not satisfy the employer's obligation, if a duly designated representative has requested collective bargaining. Nor does an employer bargain collectively, within the meaning of the Act, merely by meeting with his employees' representatives and insisting that he continue to have absolute and unilateral control over wages at all times.[31] Assuming a refusal to bargain collectively, it is not a defense that one of the union's proposals was for a closed shop, or that a strike was in process when the request for collective bargaining was made, or that the employer then had a contract with another labor organization which had previously been given the employer's support and assistance, or that individual contracts of employment between the employer and his employees had been made prior to the designation of a collective bargaining representative by the employees.[32] And clearly, since the *Heinz* case in the Supreme Court,[33] it is a refusal to bargain collectively for an employer to refuse to embody in a written contract any terms upon which he has reached agreement with the representatives of his employees.[34]

In a case of first impression under Section 8 (5) of the Act, the Board during the last fiscal year held that an employer, after entering into a collective bargaining contract with the duly designated representative of his employees establishing a complete and detailed procedure for the handling of grievances, could not properly promulgate another complete and detailed procedure for the handling of grievances without reference to the contract or the exclusive bargaining representative.[35] The problem thus presented is one of reconciliation between the employer's obligation under the Act to bargain exclusively with the duly designated representatives of the employees in an appropriate unit and the proviso to Section 9 (a) of the Act—"that any individual employee or a group of employees shall have the right at any time to present grievances to their employer." Subsequent to the *North American* case, the Board's interpretation of the proviso to Section 9 (a) was clarified and more fully restated in an opinion rendered by its General Counsel, which concluded that the proviso is properly limited to "permitting individuals or groups of employees to present grievances to their employer by appearing in behalf of themselves at every stage of the grievance procedure set up

[31] *Matter of V-O Milling Company*, 43 N. L. R. B. 348.
[32] *Matter of J. I. Case Company*, 42 N. L. R. B. 85; *Matter of Texas, New Mexico & Oklahoma Coaches, Inc.*, 46 N. L. R. B. 343.
[33] *H. J. Heinz Co.* v. *N. L. R. B.*, 311 U. S. 514.
[34] *Matter of American Creosoting Company, Incorporated*, 46 N. L. R. B. 240.
[35] *Matter of North American Aviation, Inc.*, 44 N. L. R. B. 604, set aside, *N. L. R. B.* v. *North American Aviation Co.*, 136 F. (2d) 898 (C. C. A. 9).

in the collective agreement (regardless of whether it so specifies), but leaving the exclusive representative entitled to be present and negotiate at each such stage concerning its views as to the appropriate application or interpretation of its contract and the disposition of the grievance."

Another interesting case decided during the last fiscal year involved the question of whether it is an unfair labor practice for an employer to ignore the duly designated representative of his employees and to deal directly with his employees, where the latter express a willingness to deal directly, but condition their willingness upon the employer's granting certain benefits, which he does. The Board held that this direct dealing by the employer with his employees, in complete disregard of the duly designated representative, was under the circumstances a refusal to bargain collectively with the representative, within the meaning of Section 8 (5) of the Act:[36]

REMEDIAL ORDERS

Section 10 (c) of the Act provides that the Board, if it finds that an employer has engaged in any unfair labor practice, shall issue an order requiring him "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." Under this provision, issuance of a cease and desist order is mandatory whenever an employer is found to have engaged in an unfair labor practice. Normally, the Board's cease and desist order is phrased in the language of the particular Section of the Act within the meaning of which the employer has engaged in unfair labor practices, but from time to time the Board also directs the employer to cease and desist from the specific conduct in which he has been engaging, such as surveillance of his employees' union activities.

Remedial orders requiring employers to take affirmative action are issued by the Board in the exercise of its discretion as to what is necessary in each case to effectuate the policies of the Act. In the ordinary case, the Board directs the employer to post in his plant notices to the employees stating that he will not further engage in the conduct from which he is ordered to cease and desist and that he will take the affirmative action set forth in the Board's order. Where, however, the employer's unfair labor practices have been accomplished in part by means of individual contracts of employment with his employees or by means of written notices or statements from the employer to his employees individually, or where the circumstances of the case otherwise make the usual general notices posted in the plant inadequate to effectuate the policies of the Act, the Board may, as it did in several cases decided during the last fiscal year, direct the em-

[36] *Matter of Medo Photo Supply Corp.*, 43 N. L. R. B. 989, enf'd, *N. L. R. B.* v. *Medo Photo Supply Corp.*, 135 F. (2d) 279 (C. C. A. 2), cert. granted, October 11, 1943.

ployer to send such notice in writing to each of his employees individually and separately.[37]

In cases under Section 8 (2) of the Act, the provisions of the Board's order requiring affirmative action by the employer normally direct him to withdraw recognition from the dominated or supported labor organization and completely to disestablish it as the collective bargaining representative of the employer's employees. But in the cases to which reference has been made above, in which the Board found that the employer's assistance of a labor organization fell short of domination or support within the meaning of Section 8 (2) of the Act, although it did constitute interference, restraint, and coercion within the meaning of Section 8 (1), the Board did not disestablish the assisted organization but directed the employer to withdraw or withhold recognition of the assisted organization as the collective bargaining representative of the employees until and unless it is certified as such representative by the Board. Employers found to have dominated and supported labor organizations, within the meaning of Section 8 (2) of the Act, were ordered in appropriate cases not only to disestablish the dominated organization but also to reimburse the employees for dues and assessments checked off from their wages on behalf of the dominated organization. But this kind of order was during the last fiscal year limited to cases in which the employer had not only dominated a labor organization but had also entered into a closed-shop contract with it, thereby making it impossible for employees to escape the check-off of such dues and assessments from their wages except by leaving their employment.[38]

In cases under Section 8 (5) of the Act, the Board's usual form of order directs the employer to bargain collectively, upon request, with the representative found to have been duly designated by a majority of the employees in the appropriate unit. Where necessary, the employer is also directed to embody in a written agreement the terms of any understanding reached with the employees' representatives. Some question has been raised from time to time as to the propriety of an order by the Board that an employer bargain collectively with a union where it appears or is alleged that, subsequent to the employer's refusal to bargain with that union despite its then having been designated by a majority of the employees, the union lost its majority status. The question was squarely raised in one case in which it was alleged that, subsequent to the employer's refusal to bargain with the charging union and to the Board's hearing in the case, a majority of the employees in the appropriate unit became members of a rival union and more than a majority of the employees in the appropriate

[37] *Matter of J. I. Case Company*, 42 N. L. R. B. 85; *Matter of Louis F. Cassoff*, 43 N. L. R. B. 1193; *Matter of Texas, New Mexico & Oklahoma Coaches, Inc.*, 46 N. L. R. B. 343; *Matter of Spalek Engineering Company*, 45 N. L. R. B. 1272; *Matter of The Yoder Company*, 47 N. L. R. B. 557; *Matter of Holtville Ice and Cold Storage Company*, 51 N. L. R. B. 596; *Matter of American Tube Bending Co., Inc.*, 44 N. L. R. B. 121.

[38] *Matter of Virginia Electric and Power Co.*, 44 N. L. R. B. 404; *Matter of Donnelly Garment Company*, 50 N. L. R. B. 241; *Matter of Clinchfield Coal Corporation*, 51 N. L. R. B. 539. An exception to this was made in *Matter of The Baltimore Transit Company*, 47 N. L. R. B. 109, in which there was no closed-shop contract but the showing of unfair labor practices on the part of the employer was particularly strong.

unit were replaced by new employees. Notwithstanding these alleged facts, which the Board for the purposes of its decision assumed, the Board held that the employer should be required to bargain with the charging union in order to effectuate the policies of the Act. The basis of the Board's decision was summarized as follows:

> In summary, the respondent's unremedied unfair labor practices have in our view deterred the employees from organizational activity in behalf of the Union, have discouraged new employees from becoming members of the Union, have caused members to drop from its ranks, and have impelled both old and new employees to join the [rival] Union as the only alternative to foregoing concerted activity altogether. We find that conditions permitting freedom of choice have not been restored; further, that such freedom cannot be restored unless the employees are assured that the Act carries sufficient force to compel the respondent to bargain with their freely chosen representative. For these reasons we conclude that it will effectuate the policies of the Act to require the respondent to bargain collectively with the Union.[39]

Perhaps the most frequently used form of Board order requiring affirmative action by employers appears in cases under Section 8 (3) of the Act involving findings of discrimination against employees. The normal remedy here is reinstatement to their former or substantially equivalent positions of the employees discriminated against, with back pay for the period of discrimination and without prejudice to their seniority and other rights and privileges. Not only discriminatorily discharged employees, but also employees who have gone on strike because of the unfair labor practices of their employer, are entitled to reinstatement. Continuing its now established practice, however, the Board in several cases decided during the last fiscal year refused to order the reinstatement of strikers who had been guilty of serious misconduct during the strike.[40] And in one case the Board denied reinstatement to discriminatorily discharged truck drivers who, the evidence showed, had been involved in serious accidents prior to their discharge.[41]

Reimbursement of employees for any loss in pay they have suffered because of their employer's discrimination against them is also part of the normal remedy given by the Board in cases under Section 8 (3). In one case decided during the last fiscal year, the Board included in the back pay due to a discriminatorily discharged maritime employee the reasonable value of the shipboard maintenance he would have received if not discharged.[42] And in another case, in computing the amount of back pay due to discriminatorily discharged employees who, in connection with their discharge, were evicted from company-owned houses made available to them as employees, the Board added the amount of the expenses incurred by them in finding and moving to other living quarters and the amount of the rent paid for such other quarters in excess of the rent they had paid for the company-owned houses.[43]

[39] *Matter of Karp Metal Products Co.*, 51 N. L. R. B. 621.
[40] See, e. g., *Matter of Mt. Clemens Pottery Company*, 46 N. L. R. B. 714.
[41] *Matter of Idaho Refining Company*, 47 N. L. R. B. 1127.
[42] *Matter of The Texas Company, Marine Division*, 42 N. L. R. B. 593.
[43] *Matter of Industrial Cotton Mills Company, Inc.*, 50 N. L. R. B. 855.

The Board does not, however, always grant back pay in full. Where the filing of charges on behalf of discriminatorily discharged employees was unreasonably delayed, the Board in several cases decided during the last fiscal year followed earlier rulings and abated the amount of back pay.[44] In ordering payment of back pay to a discriminatorily discharged employee who subsequent to her discharge became the mother of a child, the Board excluded from the period for which reimbursement was to be made a 3-month period starting 2 months prior and ending 1 month subsequent to the date of the child's birth.[45] And in determining the amount of back pay due to a discriminatorily discharged employee who had obtained employment elsewhere but had then taken voluntary leave without pay, the amount he would have earned if he had not taken this voluntary leave from his other employment was deducted by the Board.[46]

Several cases decided during the last fiscal year raised the question of when a discriminatorily discharged employee has willfully incurred losses for which, the Supreme Court has indicated,[47] he should not be reimbursed by the employer.[48] Because of present wartime conditions, and for the period of their duration, the following general policy was adopted by the Board in a case decided shortly after the close of the last fiscal year: [49]

> In determining whether an employee discriminatorily discharged has willfully incurred a loss of earnings subsequent to his discharge, for which he should not be reimbursed, we have heretofore generally followed a policy of restricting the scope of our inquiry to the question of whether the dischargee has been guilty of an "unjustifiable refusal to take," or has given up, desirable new employment. In view of the exigencies of war, the current manpower shortage, and present employment opportunities, we shall, for the duration of this war, permit employers to adduce evidence not only on whether a dischargee has unjustifiably refused to accept, or has given up, desirable new employment, but also on whether he has made a reasonable effort to obtain such employment. In view of the availability of United States Employment Service offices as a medium for seeking and obtaining employment, we shall regard registration with such an office as conclusive evidence that a reasonable search for employment has been made, and, where such registration is shown, the employer will then be restricted to proof that the dischargee, without good cause, rejected an offer of, or gave up, desirable new employment. If the employer adduces evidence showing a failure to register with the United States Employment Service, he may then proceed to prove that no other reasonable effort to obtain desirable new employment has been made. In determining whether there has been such a reasonable effort, we shall consider all the evidence, including circumstances which would explain the failure to make such effort.

---

[44] *Matter of American Creosoting Company, Inc.*, 46 N. L. R. B. 240; *Matter of Holston Manufacturing Company*, 46 N. L. R. B. 55; *Matter of Chas. E. Austin, Inc.*, 49 N. L. R. B. 1048. But cf. *Matter of Johnson Steel and Wire Company*, 42 N. L. R. B. 1051; *Matter of The Cleveland Worsted Mills Company*, 43 N. L. R. B. 545.

[45] *Matter of Weiss & Geller, New York, Inc.*, 51 N. L. R. B. 796.

[46] *Matter of Ford Motor Company*, 50 N. L. R. B. 534.

[47] *Phelps-Dodge Corp.* v. *N. L. R. B.*, 313 U. S. 177.

[48] A majority of the Board has distinguished the case in which an employee leaves his job as the alternative to accepting a discriminatory transfer or other discriminatory terms or conditions of employment, and has ordered full reimbursement of such employees for any loss of earnings thereby caused them. *Matter of Waples-Platter Co.*, 49 N. L. R. B. 1156; *Matter of Budd Wheel Company*, 49 N. L. R. B. 1350; *Matter of Ford Motor Company*, 50 N. L. R. B. 534.

[49] *Matter of The Ohio Public Service Company*, 52 N. L. R. B. 725.

The kind of remedial relief granted by the Board in Section 8 (3) cases has also been affected in another way by present wartime conditions. More and more frequently, evidence has been adduced in proceedings before the Board showing that discriminatorily discharged employees have, since their discharge, been inducted into the Nation's armed forces. Obviously, immediate reinstatement of such employees is impossible. The Board has therefore modified its usual form of order to require the employer to offer such employees full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges, upon application by them within 40 days after their discharge from the armed forces. The employer is also ordered to reimburse any such employee by paying to him a sum of money equal to the amount which the latter normally would have earned as wages during the period from the date of his discriminatory discharge to the date of his induction into the armed forces, plus the amount which he would earn as wages during the period from a date 5 days after his timely application for reinstatement to the date of the employer's offer of reinstatement, less the employee's net earnings elsewhere during those periods. The Board has also made it clear that whatever amount of back pay is due to the discharged employee for the first of these two periods must be paid to him by the employer immediately, even though a further amount may subsequently become due to the discharged employee for the second of these two periods.[50] In these and other ways the Board is shaping its procedures and decisions to meet the exigencies created by the war.

[50] *Matter of The American Laundry Machinery Company*, 45 N. L. R. B. 355.

V

THE NATIONAL LABOR RELATIONS ACT IN PRACTICE: REPRESENTATION CASES

During the past fiscal year the representation cases arising under the Act have continued to constitute an increasingly important part of the Board's work. In these cases, which are governed by Section 9 of the Act,[1] three basic questions are presented: (1) whether a question concerning representation has arisen, (2) how it should be resolved, and (3) what is the appropriate unit.

WHEN A QUESTION CONCERNING REPRESENTATION ARISES

Disputes respecting whether an exclusive representative has been selected by the employees frequently arise because of the employer's expressed doubt as to whether a majority of the employees have selected such a representative, the competing claims of rival unions, or disagreement as to the classifications of employees that constitute an appropriate unit. Under Section 9 (c) of the Act the Board may settle a dispute of this nature by investigating the question, determining the choice of the employees by secret ballot, or by other means, and thereafter certifying to the parties the exclusive representative if one is designated. Such a certification does not result in any order to the employer to take any affirmative action or to cease and desist from engaging in any conduct, but merely results in the certification of a fact determined as a result of the investigation—that a particular labor organization has been chosen by a majority of the employees in the unit found to be appropriate by the Board. If no representative is found to have been selected, the Board dismisses the proceeding.

The factual situations which give rise to the existence of a question concerning representation are diverse and varied. As has been stated in prior Annual Reports, the Board finds a question to exist where the employer declines to recognize a union as the exclusive representative

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

either because of a doubt as to its majority status,[2] disagreement with respect to the composition of the appropriate unit, a desire to secure formal Board determination of the existence of a question and the appropriate unit, or where rival unions are competing for the right to act as the representative of the employees. The Board customarily requires that the union petitioning for a determination of representatives present substantial proof in the form of membership records or cards authorizing it to act as the bargaining representative of the signers, or in some other appropriate manner [3] indicate that it is likely to be selected by the employees. The Board requires that such a *prima facie* showing of substantial representation be made in order to prevent its process and the time and efforts of employees as well as employers from being dissipated and wasted by proceedings instituted by organizations that have little or no chance of being designated as the exclusive representatives by the employees.[4] In cases where the company is presently operating under a contract providing for the closed shop or some other form of maintenance of membership, the Board accepts as substantial a smaller representation showing than in cases where no such contractual provisions exist.[5]

The Board is reluctant to undertake the resolution of a jurisdictional dispute between two or more unions affiliated with the same parent organization. It will, however, proceed with an investigation of representatives in a case involving a dispute between coaffiliates where a union not a party to the jurisdictional dispute is a party to the case,[6] or where it appears from the circumstances that there is little substantial prospect that the controversy will be resolved by the parent organization. Thus, elections have been ordered in cases where the affiliated unions involved had agreed that the Board should settle the controversy since the parent organization was unable to do so,[7] and where the dispute was of such long standing that effective resolution by the parent body appeared unlikely.[8]

Another problem, which has been presented to the Board as a result of the war economy, is that arising from rapidly expanding employment because of the creation of new plants and the expansion of existing plants. In such situations the Board must decide, in order to assure some measure of orderly collective bargaining procedure, whether to proceed to a determination of representatives prior to the time the normal or full complement of employees is reached, or whether

[2] The Board does not, in a representation proceeding, inquire into the bona fides of the employer's doubt as to majority, inasmuch as the union has elected to have its majority status determined in a representation proceeding rather than by filing charges of refusal to bargain.

[3] In *Matter of Chicago Molded Products Corp.*, 49 N. L. R. B. 756, the Board found two petitions, one reciting that the signers wished to withdraw from the contracting union and the other that they desired the Board to conduct an election, to be appropriate evidence of representation showing.

[4] Since this is the only purpose of the requirement, the Board does not permit examination at the hearing into the validity of the evidence or the statements made by the Board agent who has investigated and reported thereon. The Board's agents, of course, are required to satisfy themselves that the evidence submitted and reported on appears valid and genuine.

[5] *Matter of Sayles Finishing Plants, Inc.*, 49 N. L. R. B. 532; *Matter of Superior Coach Corp.*, 49 N. L. R. B. 873.

[6] See *Matter of Montgomery Ward & Co., Inc.*, 50 N. L. R. B. 163.

[7] *Matter of Iowa Electric Light & Power Company*, 46 N. L. R. B. 230. See also *Matter of Fitzhugh, Inc.*, 47 N. L. R. B. 606.

[8] *Matter of Kistler Stationery Company*, 51 N. L. R. B. 978.

to delay conducting an election for an indefinite period which obviously would tend to deny to a large group of employees the rights guaranteed to them in the Act. The question further arises as to the length of time for which a certification under such circumstances should be regarded as operative. In an effort to meet these problems, the Board has on occasion ordered elections where a representative group of employees was presently employed but has provided that on appropriate petition it will reexamine the question of representation within less than the usual 1-year period if there has been a substantial increase in the number of employees within less than a year after certification. Where, however, the company has in its employ approximately one-half of the expected full complement to be reached in a year, the Board has continued to follow its normal procedure of ordering an election and certifying the successful union without any qualification as to the time within which a new petition would be entertained. After the close of the fiscal year the Board restated and clarified its policy in this respect, in *Matter of Aluminum Company*, 52 N. L. R. B. 1040. In that case, the company had in its employ at the time of the hearing approximately 30 percent of its expected full complement, which it hoped to reach about 7 months after the hearing. The Board ordered an election, in order to avoid the postponement of collective bargaining for the substantial and representative group of workers presently employed. Noting, however, that 50 percent of the quota might not be reached for 2 or more months after issuance of the decision, it provided for the contingency that within a period of less than 1 year following the certification, the company's pay roll might be more than doubled, stating:

> we shall entertain a new representation petition affecting the employees involved herein within a period less than 1 year, but not before the expiration of 6 months, from the date of any certification which we may issue in the instant proceedings, upon proof (1) that the number of employees in the appropriate unit is more than double the number of employees eligible to vote in the election hereinafter directed; and (2) that the petitioning labor organization represents a substantial number of employees in the expanded unit.

THE EFFECT OF EXISTING CONTRACTS OR PRIOR DETERMINATIONS

With the increased acceptance of the practice of collective bargaining, the Board is petitioned in an ever-increasing number of cases to conduct an investigation of representatives affecting employees who, assertedly, are already represented by a collective bargaining agent other than the petitioner. In many cases it appears that the established bargaining agent has entered into a contract with the employer covering the employees whom the petitioning labor organization seeks to represent. In these situations the Board conceives its task to be that of balancing the interest of employees and society in such stability as is essential to the effective encouragement of collective bargaining, against the sometimes conflicting interest in the freedom of employees to select and change their representatives at will.[9] In the per-

[9] *Matter of The Trailer Company of America*, 51 N. L. R. B. 1106; Seventh Annual Report, p. 54.

formance of this task, with which it has been confronted in a long line of cases involving bitter contests between unions, the Board has evolved certain rules of general application which serve to determine whether the interest in stability or the interest in freedom of choice should control.[10] During the past fiscal year the Board has had occasion in a number of cases to reiterate and clarify these governing principles.

In general it has long been the Board's practice to dismiss a representation petition where substantially less than a year has elapsed since bargaining relations were established by the designation of an exclusive bargaining agent,[11] or by the execution of a contract covering the employees whom the petitioner seeks to represent.[12] The term of the contract, if it is reasonable under the circumstances, will be taken as determinative of the period during which the status of the presently recognized bargaining agent should remain undisturbed.[13] Although 1 year is customarily recognized as the reasonable contract term, an agreement to be in effect for a longer period will be held to bar an investigation of representatives if it is the custom in the particular industry to make such long-term contracts.[14] A contract renewed for a further term by the operation of an automatic renewal clause, in the absence of a prior claim by a rival union, will be given the same effect as a contract originally executed less than a year or other reasonable period prior to the time the petition is considered by the Board.[15]

An existing agreement will not be held to bar an investigation of representatives, however, unless it fulfills certain conditions essential to achieve the desired stability of labor relations and accomplish the purposes of the Act. To serve as a bar, the contract must be in writing and fully executed; it must provide for exclusive recognition of the contracting union; and it must contain the customary written terms covering conditions of employment. Accordingly, the Board has proceeded to an election where the petitioner's claim of representation was asserted in the face of an oral agreement not reduced to writing.[16] Similarly, an agreement which has been orally extended to, or later construed as covering, a plant which was not in existence when the contract was made, is regarded as no bar to an immediate resolution of a question of representation affecting employees at the new plant.[17] The same result is reached where the contract covers

[10] See *Matter of Basic Magnesium, Inc.*, 48 N. L. R. B. 1310, where the Board, noting that the position of the rival labor organizations was precisely the reverse of their positions in *Matter of Eicor, Inc.*, 46 N. L. R. B. 1035, pointed out that a departure from the doctrine enunciated in the earlier case would seem capricious.

[11] See Fifth Annual Report, p. 55; Seventh Annual Report, p. 56.

[12] See Third Annual Report, p. 136; Fourth Annual Report, p. 75; Fifth Annual Report, pp. 55–56; Sixth Annual Report, p. 55; Seventh Annual Report, p. 55.

[13] See *Matter of Thompson Products, Inc.*, 47 N. L. R. B. 619, where subsequent to a run-off election but 5 months prior to the Board's certification, the certified union and the employer entered into a 1-year collective bargaining contract. The Board held that the term of the contract, rather than the date of the certification, was the controlling factor in determining when another election might be held.

[14] See Seventh Annual Report, p. 55; *Matter of Inland Container Corporation*, 47 N. L. R. B. 952.

[15] Seventh Annual Report, pp. 55–56; *Matter of The Cleveland Container Company*, 47 N. L. R. B. 1309; *Matter of North Range Mining Co.*, 47 N. L. R. B. 1306.

[16] *Matter of Eicor, Inc.*, 46 N. L. R. B.1055; *Matter of Cattle and Brothers, Incorporated*, 47 N. L. R. B. 81; *Matter of Basic Magnesium, Inc.*, 48 N. L. R. B. 1310;-*Matter of Daniel Burkhartsmeier Cooperage Co.*, 49 N. L. R. B. 428.

[17] See *Matter of Revere Copper and Brass Incorporated*, 47 N. L. R. B. 817; *Matter of Menasha Wooden Wa Corporation*. 48 N. L. R. B. 366.

only the members of the contracting union,[18] or where it provides, merely, for exclusive recognition but contains no provisions fixing conditions of employment.[19] Conversely, in *Matter of Allis-Chalmers Manufacturing Company*,[20] the Board held that a determination of representatives was barred by a contract which provided for more than bare recognition of the contracting union, although the terms of agreement as to certain basic issues, including union security, seniority, and lay-offs were held in abeyance until the indefinite future date when the National War Labor Board should have issued its decision in certain related cases.

The Board also takes the view that the interest in stability is not served by postponing an investigation of representatives where there is substantial doubt as to the identity of the contracting union or its ability to continue to administer the agreement and otherwise function as the bargaining representative of the employees whom the petitioner seeks to represent. Accordingly, the Board has ordered an election where the contracting union had been formally dissolved subsequent to the execution of the contract, or where, due to other circumstances, such as schism or the defection of substantially the entire membership there was doubt as to its identity or continued existence.[21] Similarly, the Board ordered an election where, less than a year after certification, the certified union had become defunct.[22]

Since it is contrary to the purposes of the Act to perpetuate a condition in which the opportunity for collective bargaining is restricted, the Board in another case entertained a petition for investigation of representatives where the petitioning union, having 5 months previously lost an election in which no representative was chosen, had agreed with the employer that it would not file a new petition for a year.[23]

In *Matter of Chase Brass & Copper Co., Inc.*,[24] and *Matter of Sardik Food Products Corporation*,[25] as well as in two more recent cases involving rapidly expanding war plants,[26] the Board indicated that a contract purporting to cover employees in a plant which, since the execution of

[18] See Sixth Annual Report, p. 55; Seventh Annual Report, p. 55.
[19] *Matter of Weis Mfg. Co., Inc.*, 49 N. L. R. B. 511.
[20] 50 N. L. R. B. 306.
[21] *Matter of National Lead Company, et al.*, 45 N. L. R. B. 182; *Matter of Lone Star Cement Corporation*, 45 N. L. R. B. 1298; *Matter of Robert P. Scherer, et al., doing business as Gelatin Products Company*, 49 N. L. R. B. 173; *Matter of Armour Leather Company of Delaware*, 51 N. L. R. B. 1091, *Matter of Brenizer Trucking Company, et al.*, 44 N. L. R. B. 810; *Matter of Harbison-Walker Refractories Co.*, 44 N. L. R. B. 1280; *Matter of Atlantic Waste Paper Company, Inc.*, 45 N. L. R. B. 1087; *Matter of Kay and Ess Company*, 48 N. L. R. B. 1387; *Matter of Central Pattern & Foundry Company*, 51 N. L. R. B. 490; *Matter of California Central Fibre Corporation*, 44 N. L. R. B. 1226; *Matter of Morrison Steel Products, Inc.*, 50 N. L. R. B. 72; *Matter of Nashville Bridge Company*, 49 N. L. R. B. 629; *Matter of Sunshine Mining Company*, 48 N. L. R. B. 301; *Matter of Wilson Packing and Rubber Company*, 51 N. L. R. B. 910.
[22] *Matter of Helena Rubenstein, Inc., et al.*, 47 N. L. R. B. 435. See also *Matter of Hydraulic Press Brick Company*, 47 N. L. R. B. 286; *Matter of Container Corporation of America*, 49 N. L. R. B. 929; *Matter of John Deere Tractor Company*, 47 N. L. R. B. 1316; *Matter of Kansas City Star Company*, 47 N. L. R. B. 386.
[23] *Matter of General Aircraft Corporation*, 49 N. L. R. B. 916; see also *Matter of Packard Motor Car Company*, 47 N. L. R. B. 932; *Matter of Briggs Indiana Corporation*, 49 N. L. R. B. 920; *Matter of Ford Motor Company*, 47 N. L. R. B. 939; 946.
[24] 47 N. L. R. B. 298.
[25] 46 N. L. R. B. 894.
[26] *Matter of Aluminum Company of America, et al.*, 49 N. L. R. B. 1431; *Matter of Aluminum Company of America*, 51 N. L. R. B. 1295.

the contract, has been removed to another city or has doubled its working force will not operate for the usual period to bar a determination of representatives.

Ordinarily the Board holds that a contract executed or renewed automatically after the employer has received notice that a rival union challenges the contracting union's status as the exclusive bargaining representative is no bar to an election.[27] This policy is not applicable, however, where as in the *Allis-Chalmers* case,[28] referred to above, a "stabilized contractual relationship" of reasonable duration has been entered into prior to notice of the rival claim, even though certain of the contractual obligations are not "formalized" until after notice. In that case a labor organization was recognized as the exclusive bargaining representative by virtue of an election conducted by the Board's Regional Director. About 6 weeks thereafter it entered into a written agreement with the employer to accept as settlement of a dispute relating to wages and other basic conditions of employment the directive of the National War Labor Board with respect to similar issues in another case then pending before that agency. Nine months later, shortly after the issuance of the National War Labor Board's final directive order, the parties formally executed a new contract for the term of approximately 1 year, said term being specified in the directive. Although the petitioning union had in the meantime presented its claim for recognition and filed a petition for investigation and determination of representatives, the Board dismissed the petition, reasoning that to order an election

> might serve to negate the proceedings of the War Labor Board, require new proceedings before that Board, and create uncertainty and unsettled bargaining conditions for an additional indeterminate period. From the standpoint of stable labor relations, it is undesirable to penalize a certified bargaining representative for unavoidable delays consequent upon its voluntary acceptance of orderly procedures established by governmental authority for the adjustment of differences with an employer.

The situation presented in the *Allis-Chalmers* case is, of course, not comparable to that in which the only contract asserted as a bar is one for recognition, without there being any written agreement covering terms and conditions of employment. In the latter case, the Board does not regard the recognition agreement as barring a determination of representatives.[29]

As the foregoing discussion indicates, it is the Board's general policy to hold that established collective bargaining relations should remain undisturbed for a reasonable period, usually 1 year.[30] A

---

[27] *Matter of General Chemical Company*, 48 N. L. R. B. 988; *Matter of Trailways of New England, Inc.*, 46 N. L. R. B. 310; *Matter of Electric Auto-Lite Co.*, 46 N. L. R. B. 395; *Matter of Pilley & Sons*, 47 N. L. R. B. 863; *Matter of Lincoln Transit Co., Inc.*, 47 N. L. R. B. 1325; *Matter of Basic Magnesium, Inc.*, 48 N. L. R. B. 1310. See *Matter of Dutton Company*, 48 N. L. R. B. 27. Cf. *Matter of Nashville Bridge Company*, 48 N. L. R. B. 1.

[28] 50 N. L. R. B. 306.

[29] *Matter of Weis Mfg. Co., Inc.*, 49 N. L. R. B. 511.

[30] An exception to the usual 1-year rule is recognized where it is the custom in the industry to contract for a longer period, such as 2 years. Similarly, a contract automatically renewed prior to the making of a claim by the petitioning union is given the same effect for the renewed term as for the original term. See *supra*, p. 46.

corollary policy adopted by the Board in order to protect the right of employees to freedom in their choice of representatives is that at reasonable intervals employees must have an opportunity to change the status quo if they so desire. Hence a contract to be in effect for an indefinite or unreasonably long period will not be regarded as barring an investigation of representatives after the first year has elapsed. In *Matter of Trailer Company of America* [31] the Board balanced the interest in stability and the interest in the freedom of employees to change representatives and concluded that a contract to be in effect for the duration of the war would not bar an election where the facts demonstrated that no stability in bargaining relations would be achieved by holding the contrary. In accordance with these principles, the Board holds that a contract will not bar an election where the contracting parties, by executing their agreement during the term of an earlier contract, and prior to the date fixed for its termination or renewal, have apparantly foreclosed the right of employees to seek a change of representatives at the end of the initial contract term. In *Matter of Memphis Furniture Mfg. Co.*,[32] the Board so held, thus reaffirming the policy laid down in *Matter of Wichita Union Stockyards Company*,[33] where it had said:

> Were we to hold that the parties to a collective bargaining agreement * * * could forestall a petition for investigation and certification of representatives by entering into a supplemental agreement modifying the contract in advance of the date fixed therein for reopening negotiations, the right of the employees to seek a change of representatives after the lapse of a reasonable time might be defeated. So to hold would require of employees, desiring to change representatives, acceleration of organization activities so that they would be ready to assert a claim of majority representation at any time the contracting parties might elect to discuss modification of the existing agreement, thus leading to dissatisfaction or unrest under the existing agreement instead of stabilized labor relations.

METHOD OF DETERMINING CHOICE OF REPRESENTATIVES

When an election is directed, the Board normally provides that it be conducted as promptly as possible but not later than 30 days from the date of the Direction of Election. However, the Board does not ordinarily order elections in the presence of unremedied unfair labor practices, whether merely alleged or already found by the Board, unless the labor organization which instituted the charges has agreed in advance that it will not rely upon the unfair labor practices as a basis for objecting to the conduct or results of the election. The Board orders an election only when it is satisfied, after considering all the evidence respecting the employer's compliance with a prior order concerning unfair labor practices, that "an election free from all employer compulsions, restraints and interference can be held." [34] However, in the *Cleveland Electric Illuminating Company* [35] case, the Board

[31] 51 N. L. R. B. 1106.
[32] 51 N. L. R. B. 1447. In this case the Board distinguished and in part overruled *Matter of Valve Bag Co.*, 50 N. L. R. B. 481.
[33] 40 N. L. R. B. 369.
[34] *Matter of Condenser Corp. of America*, 42 N. L. R. B. 251.
[35] 52 N. L. R. B. 518.

proceeded to direct an election where the labor organization that had filed the charges secured a court order preventing the employer from complying with the Board's order in the complaint proceeding.

The Board almost invariably determines eligibility to vote by providing that employees on the pay roll immediately preceding the Direction of Election are eligible to participate. In special circumstances, however, such as where the plant is temporarily closed because of a strike or for some other reason, the Board adopts an eligibility date that will more accurately reflect a free choice of representatives by the maximum number of employees. Those employees who were not actually working during the eligibility period because they were ill, on vacation, or temporarily laid off, are permitted to vote. The Board has continued the practice, adopted shortly after the entry of the United States into the war, of permitting employees in the armed forces of the United States to vote provided they present themselves in person at the polls. The administrative difficulties and attendant delays arising from mail balloting for service men required the Board to cease mail voting for such employees. In the normal case employees who have quit or have been discharged for cause after the Direction of Election are not eligible to vote, unless they are rehired or reinstated prior to the date of the election. However, where charges have been filed alleging that the discharges were in violation of the Act the Board permits such employees to vote but provides that their ballots shall be impounded and not tabulated unless they would affect the results of the election. In the latter event, the determination of the eligibility of such employees must await a resolution of the unfair labor practice charges. Strikers are eligible to vote when the labor dispute is still current, irrespective of whether the strike was caused by unfair labor practices. Workers hired to replace strikers are employees within the meaning of the Act and consequently are as a general rule entitled to vote. However, in the *Kellburn Manufacturing Company* case [36] the Board held that replacement employees hired after a refusal of the strikers' unconditional application for reinstatement made when jobs were available, were not entitled to vote, whereas replacement workers hired prior to such refusal were entitled to participate. The Board has held that employees employed on half-time basis or on what is known as the "victory shift" are eligible to vote even though they may be employed full time elsewhere.[37] These workers, as well as other employees who regularly devote a substantial portion of their time to working for the employer, have a vital interest in the determination of a collective bargaining representative.

Ordinarily the Board includes on the ballot all bona fide labor organizations having an interest in the proceeding. However, in order to be accorded a place on the ballot a nonpetitioning organization must have made some showing of representation, although the showing of such an organization need not be as substantial as that required of the

[36] 45 N. L. R. B. 322.
[37] *Matter of New Britain Machine Company*, 48 N. L. R. B. 263.

union filing the petition. Customarily the Board holds that an intervening union has demonstrated an interest sufficient to entitle it to participate in the election if it has recently had contractual relations with the company. A union which has failed to make any representation showing but relies merely upon its general organizational interest in the industry, is not entitled to a place on the ballot.[38] The Board excludes from the ballot a union which has previously been found to be company dominated or which is determined to be the successor of a company-dominated union.[39] In every case the ballot in the original election provides a space for voting against the union or unions listed on the ballot.

For a number of years the Board directed run-off elections under appropriate circumstances when requested to do so by one of the labor organizations involved, provided the labor organizations had together received a majority, and less than a plurality of the ballots were cast against representation. If a plurality were cast against representation, the Board dismissed the petition. In directing run-off elections the Board dropped the "neither" or "none" from the ballot. In August 1943, however, the Board, after evaluating its experience under the old practice and soliciting the views of interested employers and labor organizations at a public hearing, adopted a new run-off policy.

The new policy is contained in an amendment to the Rules, adopted August 23, 1943.[40] The new rule provides in substance that the run-off ballot shall accord employees a choice between the two highest choices in the first election, except in the case where "neither" was the second choice. In such situations the run-off rule provides that the two unions will appear on the ballot, with the qualification, however, that a union to be accorded a place on the run-off ballot must poll at least 20 percent of the valid votes cast in the first election. In order to expedite the holding of run-off elections, the agent of the Board conducting the first election, where the conditions for a run-off election are met, now holds the run-off election without further order of the Board. Contrary to the former practice, which permitted successive run-off elections to be held, in the event the first run-off was not conclusive, only one run-off election is now conducted.

The Board seeks to conduct elections under circumstances which will insure that the employees express their free and independent choice of representatives. The integrity of the Board's election machinery has been universally recognized. Where Objections to the conduct of the election or the results have been filed, and evidence has been presented indicating that the employees were prevented from exercising their free choice, the Board directs that a hearing on the Objections be held. After evidence has been taken on the Objections,

[38] *Matter of Thomasville Chair Company*, 37 N. L. R. B. 1017.
[39] See *Matter of Wilson & Co., Inc.*, 45 N. L. R. B. 831; *Matter of Standard Oil Company*, 48 N. L. R. B. 1291; *Matter of Utah Copper Company*, 49 N. L. R. B. 901.
[40] National Labor Relations Board Rules and Regulations, Series 3, Article III, Section 11. See Appendix F.

the Board considers the record made and determines whether or not the election should be set aside. Typical instances of conduct requiring that an election be set aside are activity of supervisory employees on behalf of one of the unions, threats or intimidation by supervisors during the period preceding the election, anti-union propaganda distributed to the employees by the employer, and prohibited electioneering or physical coercion by a union involved. The Board has also set aside an election where one of the labor organizations involved distributed sample ballots bearing the name of the Regional Director, thereby giving rise to the erroneous impression that the Board was lending its support to one of the contestants.[41] Where an election is set aside because of interference, the Board as a general rule provides that when it is advised by the Regional Director that circumstances are such as to permit a free election, it will order a new election to be held. However, where it found that the employees may have been misled by the manner in which a union's name appeared upon the ballot, the Board set aside the election and promptly ordered another.[42]

Since early in the administration of the Act the Board has uniformly held, in conformity with the rule prevailing in political elections, that a "majority" means a majority of the eligible voters participating in the election; it has therefore certified a union even though the union has not received a majority of the total number of eligible votes. However, this rule is qualified by the requirement that a representative number of eligible employees participate. Where less than a majority of the eligibles participated but a substantial number voted and all of those eligible were given adequate opportunity to vote, the Board certified the union receiving a majority of the votes cast.[43] However, where three employees were eligible to vote and only one employee voted and cast his ballot for the union, the Board held that the result was not representative and refused to certify.[44]

The Board also, through its Regional Directors, frequently conducts consent elections on terms which have been agreed to by the employer and the unions involved. These elections are of two types: those providing for certification of the results by the Board, and those merely providing for a report by the Regional Director of the results to the parties. While the Board's experience has indicated that an election is generally the most effective and satisfactory method of resolving representation disputes, in cases where the parties agree to certification on the basis of evidence of representation introduced into the record or on the basis of a check of membership records or cards against the employer's pay roll, the Board may and does certify without conducting an election.

---

[41] *Matter of Sears Roebuck & Company*, 47 N. L. R. B. 291.
[42] *Matter of Douglas Aircraft Company (El Segundo Division)*, 51 N. L. R. B. 161; *Matter of Certain Teed Products Corp.*, 49 N. L. R. B. 360.
[43] *Matter of Central Dispensary & Emergency Hospital*, 46 N. L. R. B. 437.
[44] *Matter of Kendall Coal Company*, 41 N. L. R. B. 395.

THE UNIT APPROPRIATE FOR THE PURPOSES OF COLLECTIVE BARGAINING

The Board, before it can certify representatives or find that there has been a refusal to bargain, must decide the grouping of employees that constitutes a unit appropriate for the purposes of collective bargaining. As the statute indicates,[45] the appropriate unit may consist of a craft, a plant, or an employer grouping, or a subdivision thereof. These terms are not mutually exclusive, and from case to case appear in various combinations and arrangements. Thus a subdivision of an employer unit may consist of several plants, one plant, or one or more departments of a plant. Moreover, since the Board has held that an association of employers is in certain circumstances an "employer" within the meaning of the Act, the employer unit or subdivision thereof may consist of all or some of the employees of several individual employing entities. Likewise an aggregation of separate craft groupings, although less than an entire plant or all employees of an employer, may constitute an appropriate unit.

The general considerations bearing upon the determination of the appropriate unit have been set forth at considerable length in prior Annual Reports. In attempting to achieve the statutory objectives of insuring to employees the "full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies" of the Act, the Board considers and weighs a number of factors in order to insure that its determination of an appropriate unit will bring together groups which have mutual interests in the objects of collective bargaining. Among the most important of these factors are the following, not all of which, however, are usually present in each case: The history, extent, and type of organization of employees; the history of their collective bargaining; the history, extent, and type of organization of employees in other plants of the same employer, or other employers in the same industry; the skill, wages, work, and working conditions of the employees; the desires of the employees; the eligibility of the employees for membership in the union or unions involved; the relationship between the unit or units proposed and the employer's organization, management, and operation; and whether an association of separate employers is in existence exercising employer functions, and having a history of collective bargaining on a multiple employer basis.

Where only one labor organization is involved, or where the unions are in agreement as to the scope and composition of the unit, or where the employer enters no objection, the Board generally finds appropriate the requested or agreed unit. However, since it is the statutory duty of the Board to determine the appropriate unit, it does not always accept the proposed or undisputed grouping as appro-

[45] Section 9 (b) of the Act states that the Board "shall decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of the Act, the unit appropriate for collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof."

priate. The unit must meet certain objective standards, referred to above. Of course the very fact that there is no dispute of itself usually indicates that the proposed unit is appropriate, and consequently in such cases the Board's unit finding customarily coincides with that sought. Depending upon the combination in which the unit-determining factors indicated above are present, the Board has established craft or multiple craft units, departmental units, or industrial units on a plant, employer, or multiple plant or employer basis. In cases which present no basic unit problem, as where only one union is involved and seeks an industrial plant unit, the typical unit issues revolve around the inclusion or exclusion of small groups of employees on the fringe of the industrial unit. Likewise where the only union or unions interested in the case desire recognizable craft units and there is no history of bargaining on an industrial basis or any competing union seeking an industrial unit, the Board customarily finds that the craft unit or units are appropriate.

The cases which engender dispute are those in which there are rival unions seeking units which overlap, or where the unit or units sought represent departures from an historical pattern of bargaining in the plant or industry. Since the opposing unit contentions are advanced by unions which have been designated by some groups of employees as their representative for collective bargaining purposes, it follows that the denial of the unit claim of a union in a measure frustrates the desires of certain employees. It is in these cases that the Board must carefully weigh the opposing contentions of the parties with the view to establishing units conducive to stability in industrial relations and the fullest assurance to employees of freedom to select the representative they desire. Where such fundamental unit issues are presented, the Board gives great weight to the relative homogeneity of the proposed craft group, and the bargaining history in the plant or industry. While the history of bargaining is a factor of primary importance in such cases, units fixed by past bargaining relations may be altered where the historical factor is outweighed by other considerations, such as the general rule that purely clerical employees or professionally trained technicians are not merged with production and maintenance employees.[46] The presumption that what the parties have done usually affords the best test as to what unit is appropriate is not irrebuttable, and is overcome when to continue the arrangement previously established would not encourage collective bargaining.[47]

Where the Board finds that the considerations as between craft and industrial units are substantially evenly balanced, it frequently first ascertains the desires of the employees with respect to the organization they desire to act as their representative (and consequently an expression as to the type of unit through which they desire to bargain) in a self-determination election. After having ascertained

[46] *Matter of Boston Edison Company*, 51 N. L. R. B. 118.
[47] See *Matter of Trailer Company of America*, 51 N. L. R. B. 1106.

the desires of the employees in this manner the Board makes its unit determination upon the entire record, including the evidence of employee desires as disclosed by the election, prior to certifying the exclusive bargaining representative or representatives, if any.

In making unit determinations during the past fiscal year the Board has on occasion reexamined and clarified certain principles set forth in greater detail in prior Annual Reports. However, a number of new principles have been established. Early in the fiscal year a majority of the Board held that supervisory employees may constitute an appropriate bargaining unit separate from the production force.[48] The Board also held, however, that the inclusion of various levels of supervisory employees in the same unit was not appropriate.[49] In *Matter of Maryland Drydock Company* decided on May 11, 1943 (49 N. L. R. B. 733), the Board reconsidered the decisions in these cases and held that units of supervisory employees are not appropriate.[50] In that case the union urged that (1) temporary supervisors and working leaders and (2) leaders should either be merged in the existing contractual unit of nonsupervisory employees or be established as two separate appropriate units. The record clearly indicated that these three categories performed supervisory duties. The majority of the Board stated:

> The legislative history of the National Labor Relations Act indicates that the conditions which prevailed in the mass production industries were the primary factors which led to its enactment. In these industries it was traditionally recognized by all parties that the interests of foremen lay predominantly with the management groups. We are of the opinion that in the present stage of industrial administration and employee self-organization, the establishment of bargaining units composed of supervisors exercising substantial managerial authority will impede the processes of collective bargaining, disrupt established managerial and production techniques, and militate against effectuation of the policies of the Act. To the extent that our decisions in the *Union Collieries, Godchaux Sugars*, and subsequent cases are inconsistent with this opinion, they are hereby overruled. We accordingly find that the units herein proposed are not appropriate units for collective bargaining within the meaning of Section 9 (b) of the Act and we shall therefore dismiss the petition.

Chairman Millis dissented in the *Maryland Drydock Company* case, being of the view that "supervisors in mass production are a group of employees whose right to organize and bargain collectively under the Act should no more be denied than that of any other group of employees." [51]

[48] *Matter of Union Collieries Coal Company*, 44 N. L. R. B. 165; *Matter of Godchaux Sugars, Inc.*, 44 N. L. R. B. 874; *Matter of Peoples Life Insurance Co.*, 46 N. L. R. B. 1115; *Matter of Murray Corporation of America*, 47 N. L. R. B. 1003.

[49] *Matter of Boeing Aircraft Co.*, 45 N. L. R. B. 630; *Matter of Studebaker Corp.*, 46 N. L. R. B. 1315.

[50] In accord with many of its prior decisions, the Board stated that its decision was not intended to disrupt the rights which foremen had acquired by collective agreements in industries where there was a well-established practice of including foremen in craft unions and fixing their conditions of employment by collective bargaining. See *Matter of W. F. Hall Printing Company*, 51 N. L. R. B. 640; *Matter of Jones & Laughlin Steel Corp.*, 51 N. L. R. B. 1204.

[51] The Chairman stated further: * * * Bargaining through separate units, with their own organizations, or in separate local unions affiliated with the internationals to which the rank and file locals are affiliated, or even through the same union as represents the rank and file, no problems should arise which are not susceptible of solution * * *. Of course, foremen, as employees, have the right to organize and to seek recognition. Perhaps many employers will regard it as wise to grant this recognition. Insofar as such voluntary recognition is withheld, foremen must "grin and bear it" or resort to the use of their economic power, an alternative which the Act was meant to discourage. But whatever may happen, any

Following the decision in the *Maryland Drydock Company* case the Board has dismissed petitions seeking to establish units of various types of supervisory employees.[52] In *Matter of Cramp Shipbuilding Company* (52 N. L. R. B. 309) the Board revoked a certification issued shortly before the *Maryland Drydock* decision. The Board rejected the contentions that it was without authority under the Act to do so and that a certification once issued conferred a right upon the union not subject to revocation by reason of subsequent change in policies. However, the Board stated that if the union and the company had "entered into a contract in reliance upon our certification, and were that contract still in effect, we would not disrupt the contractual relationship between the company and the union respecting the leading men."

In a number of cases the Board has recently rejected contentions that the principle of the *Maryland Drydock* case should be extended to groups of employees that are not strictly supervisory but perform monitorial duties with respect to production and maintenance employees. Illustrative of such holdings are cases dealing with inspectors,[53] timekeepers,[54] plant clerks,[55] and plant-protection employees.[56] The basis of the distinction, as stated in these cases, is that while action taken by management may, as a result of duties performed by them, affect the employment conditions of other employees, the "monitorial" employees' status is not such that management would be held responsible, without more, for their actions in an unfair labor practice proceeding.

Aside from the question whether supervisory employees may constitute separate appropriate bargaining units the Board is frequently confronted with the problem of deciding whether or not certain individuals or groups of employees are in fact supervisory, and whether they should be included or excluded from a unit of nonsupervisory employees. Because of the diversity of classification and function, both within the same industry and as between industries, the Board's experience has shown that similar classifications of employees may exercise supervisory duties in one case and not in another. Consequently the exclusion of assistant foremen, for example, in one case would not necessarily mean that assistant foremen in another case in the same industry would be excluded. For a number of years it

attempt to frustrate a legitimate desire for self-organization and collective bargaining by such groups can only be harmful to the cause of good industrial relations and efficient production. * * *. It is not impossible that employers may discover (as many of them have in the case of rank and file organization) that organized foremen, with responsible leadership and met by their managements in a constructive spirit, can be a positive force for good in industry. In a democratic society good industrial relations and efficient production must depend upon well-informed, self-respecting, and mutually cooperative relationships between the three groups directly involved in production-management, supervisory employees, and rank and file workers. Self-organization and collective bargaining by supervisors may contribute to the conditions necessary for good relationships and increased production.

[52] *Matter of General Motors Corp.*, 51 N. L. R. B. 457; *Matter of Murray Corporation of America*, 51 N. L. R. B. 94; *Matter of Chesapeake Corporation of Virginia*, 51 N. L. R. B. 32.

[53] *Matter of United Wall Paper Factories, Inc.*, 49 N. L. R. B. 1423.

[54] *Matter of Maryland Drydock Co.*, 50 N. L. R. B. 363; *Matter of Todd Shipyards Corp.*, 51 N. L. R. B. 1211.

[55] *Matter of Armour and Company*, 49 N. L. R. B. 688.

[56] *Matter of Bethlehem Steel Co.*, 50 N. L. R. B. 172; *Matter of Aluminum Company of America*, 50 N. L. R. B. 233.

had been the Board's general practice to enumerate in each particular case, in terms of the employer's classifications, the supervisory employees to be excluded, or merely to exclude "supervisory employees" without reference to the employer's job classifications. Either device frequently gave rise to questions of eligibility of particular employees at the time balloting took place. In view of this experience the Board during the past fiscal year adopted a general standard definition of supervisory employees which is applied in each case unless particular circumstances warrant other treatment.[57] Under this rule, supervisory employees to be excluded are those with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action. While this test of supervisory authority by no means will resolve all questions, it is expected that in practice it will furnish a more definite guide or yardstick against which to measure specific individuals or groups.

A development noted in the last Annual Report was that arising from the organization of plant-protection employees who are sworn in as auxiliaries of the Military Police or the Coast Guard Reserve. In the cases involving the question whether such employees constitute an appropriate unit, the Board has uniformly held that they are entitled to the protection of the Act and to the right to bargain through representatives of their own choosing. However, the Board has recognized that because of the peculiar nature of their duties and the special obligations imposed upon them, they should not be merged in a unit with other employees but should bargain as a separate unit. In the recent *Dravo Corporation* case (52 N. L. R. B. 322), the Board reviewed its policy with respect to these employees and emphasized the importance of establishing them as separate bargaining units.

The Board has consistently refused to find appropriate units based upon distinctions of race, in the absence of such differentiation of function as would warrant a differentiation on other grounds. This policy was recently reaffirmed [58] in the following language:

> The color or race of employees is an irrelevant and extraneous consideration in determining, in any case, the unit appropriate for the purposes of collective bargaining. We have consistently refused to delimit units on the basis of race, and the national policy has recently been stated by the President to be opposed to any discrimination on racial grounds. The President's Executive Order [59] provides that "there shall be no discrimination in the employment of any person in war industries or in Government by reason of race, creed, color, or national origin, and * * * it is the duty of all employers * * * and all labor organizations, in furtherance of this policy and of this Order, to eliminate discrimination in regard to hire, tenure, terms or conditions of employment, or union membership because of race, creed, color, or national origin.

It has also refused to find appropriate bargaining units based solely upon distinctions of sex, except where the distinction was supported by the history of collective bargaining in the industry and the duties of the employees concerned.

[57] The standard definition was adopted in the *Matter of Douglas Aircraft Company, Inc.*, 50 N. L. R. B. 784.
[58] *Matter of U. S. Bedding Company*, 52 N. L. R. B. 382.
[59] Executive Order No. 9346, amending Executive Order No. 8802.

VI

THE NATIONAL LABOR RELATIONS ACT IN PRACTICE: JURISDICTION

Problems of the scope of the Board's jurisdiction under the commerce clause of the Constitution and under the Act [1] have continued to be worked out case by case by the Board and by the courts in their decisions. The development of the principles with respect to the scope of the Board's jurisdiction has been presented in detail in previous Annual Reports.[2]

A wide variety of industrial activities has been found to "affect commerce." Since this definition of jurisdiction seems to be as broad as the commerce clause of the Constitution [3] the jurisdiction of the Board has been delineated not only by cases arising under the Act but also by decisions of the Supreme Court construing similar language in other statutes, notably the Fair Labor Standards Act, the Agricultural Adjustment Acts, and the Employers Liability Act. Numerous decisions have established that the Act covers not only labor relations in industries actually engaged in commerce, such as transportation and communications, but manufacturing, mining, lumbering, and the processing and distribution of agricultural commodities, where such activities are conducted on such a scale that they affect the flow of commodities among two or more States. During the past fiscal year the number of judicial decisions, in which the ambit of the Act was directly in issue, were fewer than usual and the cases on the whole have served only to reaffirm and clarify the principles implicit in other cases.[4] The more notable decisions held the Act applicable to a national bank, a national fraternal organization, a local transportation system in a large industrial city, a large retail

[1] The Board's jurisdiction is stated in the Act in Sections 10 (a) and 9 (c).

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

"Section 9 (c). Whenever a question affecting commerce arises concerning the representation of employees the Board may investigate such controversy and certify to the parties, in writing, the name or names of the representatives that have been designated or selected."

Commerce is defined in Section 2 (6) to mean "trade, traffic, commerce, transportation or communication" among the several States and in the District of Columbia and the Territories and with foreign countries.

"Affecting commerce" is defined in Section 2 (7) as meaning "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."

[2] See especially Third Annual Report, Ch. VIII; Seventh Annual Report, Ch. VIII.

[3] *Federal Trade Commission* v. *Bunte Bros., Inc.*, 61 S. Ct. 580, 312 U. S. 349.

[4] These cases are described in Ch. VII, Enforcement Litigation.

department store, and to building and maintenance employees of a loft building.

The decisions of the Board and the courts have made clear that it is not the character of the enterprise involved nor its size, nor the number of men employed, nor the nature of the commodities produced or service rendered that is the controlling factor in determining whether the Act may constitutionally be applied in any given situation. The test is whether or not stoppage of operations by industrial strife would result in substantial interruption to interstate or foreign commerce.

In two cases, decided during the fiscal year ending June 30, 1943, jurisdiction turned on the question of whether the persons involved were employees within the meaning of Section 2 (3) of the Act, or whether they were independent contractors. In one case [5] tiff miners and haulers were found to be employees of the landowners, in spite of the contention that the miners were independent contractors by virtue of a mining statute, where the miners work on the land in a day-to-day process of earning a living in the service of the landowners. The landowners were the owners of the tiff, with one of the landowners managing the land for all of them, arranging for the disposition of the tiff and giving directions for hauling to the selling points where miners and haulers receive a portion of the selling price fixed by the managing landowner as their pay. In the other case,[6] the Circuit Court of Appeals set aside an order of the Board which found that newsboys engaged in selling daily newspapers in a metropolitan area were employees of the newspaper. This decision has been carried to the Supreme Court.

Agricultural laborers are excluded from the protection of the Act by Section 2 (3). The Board and the courts, in deciding whether a particular group of employees are agricultural laborers, consider the nature of the work performed in its actual context. They have held that fruit packers in a packing house, and employees in the feed mill and feeding pens of a meat-packing plant were not "agricultural laborers," since they worked away from the fields, in one case at an occupation not normally associated with agricultural pursuits, and in the other in occupations incidental to an industrial enterprise.[7] Employees of a large-scale commercial nursery who plant, fertilize, cultivate, and harvest crops in the open fields under natural conditions, however, have been held to be agricultural laborers within the meaning of Section 2 (3) of the Act.[8] The Board, during the fiscal year ending June 30, 1943, found that the employees of a large commercial hatchery were agricultural laborers, and hence excluded from the protection of the Act by Section 2 (3).[9]

[5] *N. L. R. B.* v. *Blount*, 131 F. (2d) 585 (C. C. A. 8); cert. den. 318 U. S. 791.
[6] *Hearst Publications* v. *N. L. R. B.*, 12 L. R. R. 660; (C. C. A. 9); decided June 12, 1943; petition for certiorari filed September 9, 1943.
[7] *Matter of North Whittier Heights Citrus Association*, 10 N. L. R. B. 1269, enforced in *North Whittier Heights Citrus Association* v. *N. L. R. B.* 109 F. (2d) 76 (C. C. A. 9); and *Matter of Tovrea Packing Company*, 12 N. L. R. B. 1063, enforced in *N. L. R. B.* v. *Tovrea Packing Co.*, 111 F. (2d) (626 C. C. A. 9).
[8] *Matter of Stark Brothers Nurseries and Orchards Company*, 40 N. L. R. B. 1243.
[9] *Matter of Lindstrom Hatchery & Poultry Farm*, 49 N. L. R. B., No. 11.

VII

ENFORCEMENT LITIGATION

Orders of the National Labor Relations Board are not self-enforcing. Unless the employer voluntarily complies with the Board's order, the Board must resort to the courts for enforcement. Similarly, if the employer is of the opinion that the Board's order is invalid, he may obtain judicial review of the order. Upon the Board's petition for enforcement or the employer's petition to review, the court enters a decree enforcing, modifying and enforcing as so modified, or setting aside in whole or in part the order of the Board.

Since the Board has not in previous Annual Reports described in any detail its procedure for securing enforcement of its orders, a brief non-technical account is given here. The well-established doctrine of judicial review of administrative orders and proceedings is incorporated in the method of enforcement provided by the Act. It operates in this case in the following manner.

Only cases involving unfair labor practices are reviewable by the courts. Representation proceedings under Section 9 of the Act, including directions of election and certifications of representatives, are not reviewable as such because they do not lead to an order directing the employer to perform or not perform an act; [1] they merely constitute an investigation to determine the representatives chosen by the employees. Only when representation proceedings become part of a complaint case under Section 8 (5), involving a failure on the part of the employer to bargain collectively, are they reviewable by the courts.[2] This procedure expedites the right of employees to choose their representatives, which might otherwise be impaired by appeals at an intermediate stage. At the same time it guarantees eventual judicial review to an employer who may ultimately be the subject of an order which is predicated on the record produced in the representation proceedings.

For similar reasons, in unfair labor practice cases, an appeal can be taken only from a final order of the Board. Then the court reviews

[1] *American Federation of Labor* v. *N. L. R. B.*, 308 U. S. 401.

[2] "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 subsection 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." Sec. 9 (d) of the National Labor Relations Act.

all intermediate rulings which were made by the Board or its agents in the case, and to which the parties have taken exception. This is in accord with the principle that the administrative process must first be exhausted before court relief is sought.

The reviewing courts are the United States Circuit Courts of Appeals, including the Court of Appeals of the District of Columbia. Their decisions are subject to review by the Supreme Court of the United States, upon writ of certiorari or certification as provided in the Judicial Code.[3]

There are two methods outlined in the Act for initiating court proceedings. First, the Board itself may petition the appropriate circuit court for enforcement of its order. Second, any "person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought" [4] may petition the appropriate circuit court for an order setting aside the Board order. Parties who may intervene in the circuit courts to seek the review of a Board order include employers, unions which have been found to be company-dominated and ordered disestablished as collective bargaining representatives,[5] and unions involved in contracts which have been found to be in violation of the Act.[6]

After a Board order has been issued it is the policy of the Board to attempt to obtain compliance of the parties affected. Frequently agreement is reached for a consent decree in the circuit court, enforcing the Board order. Compliance by an employer with a Board order does not preclude the Board from seeking its enforcement. In either case a court decree is valuable as a means of precluding the employer from resorting again to the unfair labor practices involved in the past.

The reviewing court does not try the case *de novo;* it considers it only on the record that was prepared in the proceedings before the Board.[7] In order to introduce into the record facts which may bear upon the decision, or to correct any errors which might have crept in, the reviewing court may on its own initiative, or on the petition of the Board, or of the other parties involved, remand the case to the Board for the purpose of introducing additional evidence or rectifying the record in other ways.[8] Similar in purpose is the provision that 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." [9] This procedure leaves the administration of the Act in the hands of the Board.

---

[3] Sec. 10 (e).
[4] Sec. 10 (f).
[5] *N. L. R. B.* v. *Remington Rand, Inc.*, 94 F (2d) 862 (C. C. A. 2).
[6] *Consolidated Edison Co.* v. *N. L. R. B.*, 305 U. S. 197.
[7] The court "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." Sec. 10 (e).
[8] Sec. 10 (e).
[9] *Ibid.*

The provisions in the Act for judicial review incorporate the customary rule of administrative law that the "findings of the Board as to the facts, if supported by evidence, shall be conclusive." [10] In exercising its power to enforce a Board order, modify it, or set it aside, the reviewing court examines the record to ascertain whether the administrative proceedings have been conducted in such manner as to afford due process to the parties involved, whether the order of the Board is justified under the statute, and whether the findings of the Board are supported by substantial evidence in the record. Adjusting the remedies in a particular case to effectuate the policies of the Act is a fact-finding function entitled to conclusiveness when supported by substantial evidence. As the Supreme Court stated, substantial evidence "means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." [11]

LITIGATION RECORD

The successful record of the Board in its litigation has been maintained during the fiscal year. The results of litigation involving enforcement or review by the Supreme Court and the Circuit Courts of Appeals of orders of the Board during the past fiscal year, and in the entire period since its inception, are summarized in the following table.

Table 1.—Results of litigation for enforcement or review of Board orders, July 1, 1942–June 30, 1943, and July 5, 1935–June 30, 1943

Results	July 1, 1942–June 30, 1943		July 5, 1935–June 30, 1943	
	Number	Percent	Number	Percent
Cases decided by U. S. Circuit Courts of Appeals	96	100.0	440	100.0
Board orders enforced in full	60	62.5	231	52.5
Board orders enforced with modification	27	28.1	142	32.3
Board orders set aside	9	9.4	61	13.8
Remanded to Board	0	0	6	1.4
Cases decided by U. S. Supreme Court	4	100.0	41	100.0
Board orders enforced in full	3	75.0	30	73.2
Board orders enforced with modification	0	0	8	19.5
Board orders set aside	0	0	2	4.9
Remanded to Board	1	25.0	1	2.4

CONTEMPT AND OTHER COMPLIANCE LITIGATION

The Act does not contain criminal sanctions but authorizes the Board to issue administrative remedies which become legally enforceable only when approved by the appropriate reviewing court. When the reviewing court enforces the Board's order, it issues a decree, which is an order of the court incorporating the various provisions

[10] *Ibid.*
[11] *N. L. R. B.* v. *Columbian Enameling & Stamping Co.*, 306 U. S. 292, 300.

of the Board's order. Failure to comply with the decree of the court is then deemed contempt and the subject of summary punishment. The Board alone may commence contempt proceedings. Closely related to contempt proceedings, both in purpose and procedure, are compliance proceedings, in which the court which issues the enforcement decree is invoked to settle issues arising in the course of compliance with the court decree.

The Board's record of success in litigation involving enforcement or review is duplicated in its contempt and compliance litigation record. By the end of the fiscal year, a total of 57 contempt cases had been filed since the inception of this type of litigation in 1938. Of these, 54 cases were concluded. In 18 cases, or one-third, the Board obtained compliance by the employer before court decision. Of the cases disposed of by court action, in 24, or two-thirds, the employer was adjudged in contempt, and in 12, or one-third, the Board's petition was denied. During the fiscal year 1943, of a total of 20 cases, 17 were concluded. The Board obtained compliance in 8 cases prior to court decision. Of the cases disposed of by court action, in 7 there was an adjudication in contempt, while in 2 the Board's petition was denied.

Compliance, noncontempt litigation presents a parallel record. A total of 13 cases have been involved since the inception of this type of litigation in 1938. In 9 cases, the Board's position was upheld. In 1 case, the Board's petition was denied. Three cases are pending. During the fiscal year 1943, in 3 cases the Board's position was sustained, while in 1 case the Board's petition was denied.

Though, numerically, cases involved in enforcement proceedings, and even more so those involved in contempt proceedings, are few in comparison to the total number of cases handled by the Board, they are significant since they crystallize in decisions of the Federal courts the law of labor relations. The decisions of the Board, reflecting day-to-day application of the Act, together with the interpretations of the Act embodied in decisions of the courts, constitute an authoritative guide in labor relations. They provide a solid basis for the ever-growing acceptance by employers, employees, and the public of the collective bargaining process.

SUPREME COURT DECISIONS

National Labor Relations Board v. *Southern Bell Telephone & Telegraph Co.*, 319 U. S. 50, reversing 129 F. (2d) 410 (C. C. A. 5). In this case the employer challenged the Board's evaluation of the effect of company domination of a labor organization imposed upon employees prior to passage of the Act. The Supreme Court, in reversing the circuit court, held that there was substantial evidence in the record to support the Board's findings that unfair labor practices had been committed and that therefore these findings were conclusive and binding upon the reviewing court. Specifically, the Court

sustained the Board's order of disestablishment of a company-dominated union as a collective bargaining representative where, although the company domination antedated the Act, the Board found that its effect had not been dissipated by reorganization of the company union after the Act became effective.

In *Virginia Electric & Power Co.* v. *National Labor Relations Board,* 63 S. Ct. 1214, affirming 132 F. (2d) 390 (C. C. A. 4), the Supreme Court affirmed the power of the Board to require an employer to reimburse employees for dues checked off and paid over to a company-dominated labor organization.

In *Marshall Field & Co.* v. *National Labor Relations Board,* 318 U. S. 253, affirming 129 F. (2d) 169 (C. C. A. 7), the Supreme Court sustained an order of the Board which disallowed the deduction of unemployment benefits from back pay awarded to an employee discriminated against in violation of the Act. The Supreme Court held that unemployment benefits were not earnings and thus could not be deducted under the usual provision in an order permitting the deduction of earnings. The Court did not pass upon the question of whether unemployment benefits were otherwise deductible because this issue had not been raised in the proceedings before the Board, but contrary to the provisions of Section 10 (e) of the Act, had been raised by the employer for the first time before the Circuit Court of Appeals.

In *National Labor Relations Board* v. *Indiana & Michigan Electric Co.,* 318 U. S. 9, the Supreme Court by a majority decision remanded the case to the Board for the purpose of permitting the introduction of evidence offered by the employer to show that material witnesses, upon whose evidence the Board relied, had been convicted of felonies, and to show that violence and dynamiting occurred concurrently with the Board proceeding, thus intimidating witnesses and preventing a fair hearing. The Court held that although misconduct of the charging union would not have deprived the Board of jurisdiction in the case, the excluded evidence should have been received by the Board in order that it ascertain whether its process had been subjected to abuse.

CIRCUIT COURTS OF APPEALS DECISIONS

Some of the more noteworthy decisions of Circuit Courts of Appeals involving the Act during the fiscal year include the following:

In *National Labor Relations Board* v. *Bank of America,* 130 F. (2d) 624 (C. C. A. 9), cert. denied 318 U. S. 791, the Court sustained the Board's assertion of jurisdiction over a bank doing an interstate commercial banking business.

In *Polish National Alliance* v. *National Labor Relations Board,* 136 F. (2d) 175 (C. C. A. 7), October 11, 1943, cert. granted limited to the jurisdictional issue, the Act was held applicable to a fraternal benefit society which engaged in a commercial life insurance business throughout the United States. The Court also held that in order to encourage employees to resort to the administrative remedies of the Act rather

than to strikes as a means of combating the unfair labor practices of their employer, an employee who went on strike as the result of an unfair labor practice should be given back pay from the date of the discriminatory refusal by the employer to reinstate him upon his application to return to work, even though such application was made during the progress of the strike.

In *Butler Bros.* v. *National Labor Relations Board*, 134 F. (2d) 981 (C. C. A. 7), cert. denied November 22, 1943, building maintenance employees, such as janitors, watchmen, and elevator service operators, who performed maintenance services for the owner of a loft building with tenants producing goods for interstate commerce, were held to fall within the protection of the Act. The owner of the building and the contractor for the maintenance operations were held to be joint employers under the Act. The application of the "commerce" power to such employees had been sustained earlier by the courts in two cases involving the Fair Labor Standards Act, *A. B. Kirschbaum Co.* v. *Walling*, 316 U. S. 517; *Fleming* v. *Arsenal Building Corp.*, 125 F. (2d) 278 (C. C. A. 2).

In *National Labor Relations Board* v. *The J. L. Hudson Co.*, 135 F. (2d) 380 (C. C. A. 6), cert. denied October 11, 1943, the Court sustained the Board's jurisdiction over a retail department store which imported most of its merchandise from sources outside the State in which it is located, and exported a small percentage of its sales to points outside the State.

In *National Labor Relations Board* v. *Boswell Co.*, May 24, 1943 (C. C. A. 9), the Court sustained the Board's jurisdiction over an employer who was not engaged in operations affecting interstate commerce but whose unfair labor practices, directed against his own employees, affected a labor dispute involving an employer engaged in interstate commerce. The Court sustained the Board's finding that an employer had committed unfair labor practices by discharging a woman because of his belief that she was in sympathy with employees on strike at a nearby plant, a belief resulting from the fact that the woman's daughter had been seen on a picket line.

In *National Labor Relations Board* v. *Blount*, 131 F. (2d) 585 (C. C. A. 8), cert. denied 318 U. S. 791, the Court upheld the Board's finding that tiff miners, who the employer claimed were "independent contractors," were "employees" within the meaning of the Act. In *Hearst Publications* v. *N. L. R. B.* June 12, 1943 (C. C. A. 9), cert. granted October 25, 1943, the Court set aside a finding of the Board that certain newsboys were "employees" within the meaning of the Act.

In *National Labor Relations Board* v. *J. I. Case Co.*, 134 F. (2d) 70 (C. C. A. 7), cert. granted June 21, 1943, the Court sustained the Board's finding that individual contracts with employees, valid when entered into, were not a bar during their term to collective bargaining with a subsequently designated statutory representative. In *National Labor Relations Board* v. *Medo Photo Supply Co.*, 135 F. (2d) 279

(C. C. A. 2), cert. granted October 11, 1942, the Court held that an employer's grant of a wage increase to his employees on condition that they withdraw from the union which the employer had theretofore recognized was a violation of the employer's duty to bargain collectively.

In *National Labor Relations Board* v. *William Davies Co.*, 135 F. (2d) 179 (C. C. A. 7), cert. denied October 18, 1943, the Court enforced a Board order holding that a company rule prohibiting union membership solicitation on company property was an anti-union measure since the employer permitted discussion of all other subjects and other forms of solicitations on company premises. This is one of the several cases evolving the rights of employees to engage in union or concerted activities on company premises without invasion upon the corresponding rights of the employer to enforce discipline and order.

In the *Davies* case and in *National Labor Relations Board* v. *Trojan Powder Co.*, 135 F. (2d) 337 (C. C. A. 3), cert. denied October 18, 1943, review by the Supreme Court was sought by the employers because of an asserted free-speech issue. The decisions of the respective Circuit Courts of Appeals supported the Board's position that, because the utterances of the employer in the context of the circumstances in each case carried with them a threat of economic reprisal for union activities, and were so understood by the employees, they were not protected by the First Amendment. Public attention upon this free speech issue was focused by the refusal of the Supreme Court, on the same day, to grant the petition for a writ of certiorari which the Board sought in *National Labor Relations Board* v. *American Tube Bending Co.*, 134 F. (2d) 993 (C. C. A. 2). In this case the Circuit Court of Appeals held that a speech and letter of the employer addressed to the employees did not contain a threat, expressed or implied, of economic reprisal for union affiliation or activities. The stipulated record in the case was devoid of other facts from which such a threat could be spelled out. In *National Labor Relations Board* v. *Virginia Electric & Power Co.*, 314 U. S. 469, 477, the Supreme Court declared that "pressure exerted vocally by the employer may no more be disregarded than pressure exerted in other ways." Future decisions of the Board and of the reviewing courts will continue to crystallize concrete fact situations where utterances by employers, written or oral, in the totality of employer activities, are coercive of the employees' right to self-organization and therefore not protected by the First Amendment.

In *National Labor Relations Board* v. *North American Aviation Co.*, 136 F. (2d) 898 (C. C. A. 9), the Court held that the establishment by an employer of a grievance procedure for individual employees, designed to operate side by side with one established by the exclusive bargaining representative under a collective agreement with the employer, is not a violation of the employer's duty to bargain collec-

tively. This decision involved an interpretation of the proviso to Section 9 (a) of the Act.[12]

The increasing acceptance of the collective bargaining process in industry, which has so signally aided the war effort, has brought to the fore the importance of the grievance machinery in handling employee grievances. Involving as it does the interpretation, application, and possible modification of collective bargaining agreements, grievance procedure constitutes the continuing process of collective bargaining. *National Labor Relations Board* v. *The Sands Manufacturing Co.*, 306 U. S. 332. The problem arises therefore of harmonizing the collective bargaining right of employees through a representative chosen by a majority, whose exclusive status is not to be undermined, and the proviso extending a specific right to individual employees or groups of employees.

Accommodation of these interests was achieved by an opinion of the General Counsel of the Board on September 22, 1943, addressed to the staff of the Board. It should be noted that the interpretation contained in this opinion was not presented to the Court in the *North American Aviation* case. The question is posed as follows in the opinion of the General Counsel:

> An opinion has been requested as to whether an employer may lawfully dispose of individual grievances, presented under the proviso to Section 9 (a) of the Act, without regard to the existence of a collective bargaining representative selected by a majority of employees and regardless of any grievance procedure set up by agreement with such majority representative (M–1590, p. 1).

After considering the legislative history of the Act and the judicial authorities involved, the opinion concludes:

> For the foregoing reasons the question presented is answered in the negative. The proviso to Section 9 (a) should be interpreted by the staff as limited to permitting individuals or groups of employees to present grievances to their employer by appearing in behalf of themselves at every stage of the grievance procedure set up in the collective agreement (regardless of whether it so specifies), but leaving the exclusive representative entitled to be present and negotiate, at each such stage concerning its views as to the appropriate application or interpretation of its contract and the disposition of the grievance. The extension by employers to individuals or groups of employees of greater rights in respect to handling grievances should be treated as violations of Section 8 (1) and (5) (M–1590, p. 6).

The interpretation of the proviso to Section 9 (a) of the Act as it affects the collective bargaining rights of the exclusive bargaining representative will no doubt receive the attention of the Supreme Court before it is finally settled.

[12] 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.

VIII

STUDIES OF THE RESULTS OF BOARD ACTIVITIES

This year has seen the start of a program of study by the Board, through its operating analyst, of the effects of Board activities. The aim is to learn, as far as possible, the results of particular policies and practices, in order that the Board may constantly review its policies and administration in the light of experience. While these studies are designed for the information of the Board, some of their results are of general interest. A brief report is given here of some of the broad results of the first studies made.

COMPLIANCE AND COLLECTIVE BARGAINING

After charges of unfair labor practices have been heard and decided, the administrative problem remains, to secure compliance of the employer with the Intermediate Report, Board order or court order. The recent change in methods of handling compliance problems has been described above in Chapter II. Further study of present compliance handling and its results is under way. A preliminary study has been made, also, of a small but representative sample of complaint cases, to discover any problems needing further attention by the Board, the extent to which compliance with the Act was achieved after Board action, and the extent to which unions secured collective bargaining contracts thereafter.

It is generally known that compliance with the Act is increasingly extensive and that union membership and collective bargaining agreements are much more widespread than before the Board began its administration of the National Labor Relations Act. Specific studies of representative groups of Board cases both support this general impression and give the Board information useful for the appraisal of its own work. Thus, the first study of compliance demonstrates that collective bargaining is under way in a larger proportion of the cases where satisfactory compliance with the Act has been achieved than in those cases where charges of unfair labor practices are still pending or where compliance with the Board's order was less than complete. The conclusion expressed by Congress in the Act, that protection of the right of employees to organize and bargain collectively would encourage the practice and procedure of collective bargaining, is supported by the experience in the group of situations studied.

The first study of compliance problems covered unfair labor practice cases in four Regions, including a wide variety geographically and by type of industry and of community. The sample consisted of all complaint cases in these Regions in which Intermediate Reports were issued by Trial Examiners during a 15-month period, from January 1, 1941, through March 31, 1942. Other cases related to these, either charges of unfair labor practices or representation petitions, before or after the case in question, also were considered. While the number of cases is small, it includes one-fourth of all of the sort during the period in these Regions, and appears to be of significance as to the results of the work of the Board during this period.

As of the date of the study, more than a year from the last Intermediate Report included, one-third of the cases had not yet been closed. Nevertheless, full or substantial compliance with the terms of the Trial Examiners' Intermediate Report or the order of the Board had been secured in nearly three-fourths of these cases. In only six instances was the case closed on partial compliance; in these less than complete compliance was obtained as to back pay for the victims of discrimination, reimbursement of dues checked off for a company-dominated union, or posting of a notice. One case was closed without compliance, where the Board found it impossible to secure compliance with a back-pay order. Later charges were filed against the companies in one-fifth of the cases, alleging that unfair labor practices were continuing; however, all but four of the new charges were withdrawn, dismissed, or adjusted. In about one-fifth of the cases the original or later charges of unfair labor practices were still pending when the study was made.

Unions in a large majority of these cases were able to secure recognition and collective bargaining agreements after the unfair labor practices were ended and remedied by compliance with the Board's order. In this sample, by May 1943 unions had secured collective bargaining in more than half of all the cases studied, and in over 70 percent of the cases in which there was full or substantial compliance and no later charges were pending. Unions were more successful in securing collective bargaining contracts after orders to bargain collectively and after the disestablishment of company-dominated unions by the Board, than after orders in cases involving only general interference with the rights of employees or discrimination for union activities. A substantial number of the latter type of orders, however, were followed by collective bargaining. After the elimination of the unfair labor practices, the union which filed the original charge became the bargaining agent in about five cases to each one in which some other union did so.

Where unfair labor practices are found, the function of the Board is to clear the way so that employees may be free to organize and bargain collectively through representatives of their own choosing. When this has been done, unless the employees exercise this right no collective bargaining results. Success, as measured by the estab-

lishment of collective bargaining, reflects therefore both the effectiveness of the Board in clearing the way and the effectiveness of labor organization. In this sample, where collective bargaining has been successfully established certain factors appear frequently, such as effectiveness of the union in following up Board or court action to establish collective bargaining, promptness in Board procedures, and clean-cut compliance with Board orders. On the other hand, where no collective bargaining has resulted, it was frequently found that the union which filed the charge had become inactive, that there was continuing opposition of the company to organization of its employees, or that the Board had been unable as yet to secure satisfactory compliance with its orders.

RESULTS OF DISESTABLISHMENT OF COMPANY-DOMINATED UNIONS

A study has been made also of the results of the disestablishment of company-dominated unions. It covers all cases in which such unions were ordered disestablished by Board order or by agreed-upon Board order during the 2 fiscal years July 1, 1940, through June 30, 1942. Also included is a random sample of one-fifth of all cases in which such illegal organizations were disestablished by adjustment before formal action by the Board. These cases represent every Region of the Board and were filed by more than 50 international unions.

Success of the Board in these cases may be measured in two ways—by the absence of later charges of unfair labor practices and by the presence later of collective-bargaining agreements with legitimate labor organizations. By the first test, the Board appears to have been successful in the great majority of these situations. In 100 instances of charges adjusted before formal action, 16 had later charges of company domination of unions. Of 73 cases in which Board orders were based on stipulation of the parties, only 5, or 6.8 percent, had such later charges. Of 122 Board order cases, 15, or 12.3 percent, had subsequent charges. Most of the stipulated Board orders and many of the other Board orders were taken to court, for consent decrees or court orders, in a total of 128 cases. The success of the Board in eliminating company-dominated unions is considerably greater for these cases than for those in which the illegal labor organizations were disestablished by adjustment or by Board order without further action. Only 12, or 9.4 percent of all cases with court orders had later charges of company-domination of unions.

In the 295 cases studied, 39 subsequent charges of company domination were filed against 36 companies. Over half of these later charges, however, appear to have been without merit, since 23 of them were withdrawn or dismissed. In the remaining 16 cases, 9 were adjusted, 5 company-dominated unions were disestablished by Board order, and 2 cases were pending on June 30, 1943. Thus, in a small minority of instances continuing unfair labor practices by

the employer make necessary continued action by the Board until employees become free to exercise their rights under the Act.

After the elimination of company domination of labor organizations, in the great majority of instances employees form or join a union and enter into collective-bargaining relationships with their employers. By late spring of 1943 contracts had been signed or negotiations were under way with about two-thirds of the employers included in this study. Eliminating the instances in which cases were still pending for compliance with orders of the Board or the courts, we find that collective bargaining had been established in 70 percent of the cases adjusted before formal action, nearly 77 percent of those closed on compliance with the Board order, and 65 percent of those closed on compliance after court action.

In about 45 percent of these situations the disestablishment of a company union was followed by an election to choose a representative for the purpose of collective bargaining. In 81 percent of those where elections were held, collective bargaining resulted. On the other hand, in only 52 percent of the cases with no election had collective bargaining begun at last report. The elections which followed disestablishments were won by the union which had filed the original charge in 61 percent of the elections. Some other union won in 31 percent of the elections. No union won in 8 percent. In all of the cases on which information was available, the union which filed the original charge was engaged in collective bargaining in 53 percent of the cases, and some other union in 13 percent. No collective bargaining was reported in the spring of 1943 in only about one-third of these companies or plants where a company-dominated union had been disestablished.

STUDIES OF ELECTION RESULTS

A number of studies have been made of elections conducted by the Board for the choice of bargaining representatives, in connection with consideration of special problems. For example, study of the results of run-off elections preceded the Board's recent change of policy as to inconclusive elections.[1] Several other studies of elections show that in the majority of cases a representation question settled by an election remains settled, as indicated by the absence of later petitions to the Board. In only a very small minority of cases are there numerous successive elections for choice of bargaining representatives. In 1 study of 85 elections held although some union already had a closed-shop contract, and 100 elections where a union had a non-closed-shop contract, in only 3 of the former, and 4 of the latter had there been more than 2 elections throughout the Board's history. In the study of the results of disestablishment of company-dominated unions, summarized above, 128 were followed by 1 election for the choice of bargaining representatives, 22 by 2 elections,

[1] See Ch. V, p. 51.

and only 3 by 3 later elections. The bargaining agent was changed after the original election in only 8 cases of the 153 here included, to June 30, 1943, after the disestablishment of company-dominated unions from July 1, 1940, to June 30, 1942.

While the Board in general finds that valid contracts of reasonable duration are a bar to a new determination of bargaining representatives during their term, under certain circumstances it orders elections despite the presence of contracts.[2] In those carefully defined situations in which the Board finds it proper under the Act to proceed to elections for the choice of representatives in spite of an existing contract, the Board is performing an important function. It provides an orderly method whereby at appropriate times employees may register their choice of bargaining agent, even when they have been covered by an existing contract. In the relatively few cases where the Board orders elections under these circumstances, the rival unions win many of the elections. The policy of the Act, to protect the rights of employees to bargain collectively through representatives of their own choosing, is thus effectuated through the work of the Board in conducting these elections to settle disputes over representation.

The results of such elections, in cases where there were closed-shop and non-closed-shop contracts, have been studied for the period from July 1, 1940, through November 1942. The study was limited to elections ordered by the Board, a total of 95 closed-shop and 140 non-closed-shop contract cases during this period. "Closed shop" was defined broadly here, to include preferential or union-shop contracts, where it appeared from the record that in practice union membership was required of all employees, or that, essentially, a closed-shop situation was present.

In general the contracting unions maintained their position somewhat better in the closed-shop situations than in the others. In the 95 closed-shop cases the petitioner, the rival union, won in 46 percent of the elections. In the 140 non-closed-shop cases the petitioning union won in 72 percent of the elections. The greater success of the incumbent unions where they had a closed shop appeared to be due to a number of factors. The closed-shop contract itself indicated the strength and stability of the union in some cases. In others the closed shop and the possibility of reprisals against employees who advocated another union made it more difficult for a rival union to secure support even in the presence of employee dissatisfaction with the incumbent organization.

The results of these elections are shown below according to the time or circumstances under which the rival union filed its petition. Where the local union with the contract had changed its affiliation during the contract and the Board ordered an election, the contest was won by the newly affiliated union in all but one of both the closed-shop and non-closed-shop cases. In other instances where the Board ordered an election during a contract, either the contract was about to

[2] *Ibid*, pp. 45–49.

expire, or was beyond its first year. In these the rival union won 68 percent of the elections in closed-shop cases and 71 percent in non-closed-shop cases. Where a new contract had been executed after a claim to represent the employees had been made by a second union, the latter won in only 14 percent of the closed-shop cases, but in 62 percent of the others. In a few instances where the claim of the rival was made before automatic renewal of a contract, the rival won in 55 percent and 80 percent, respectively, of the two groups. Where the petition of the rival union was filed during negotiations for a contract, the petitioning union won in only 40 percent of the closed-shop cases, but in 69 percent of the non-closed-shop cases.

Table 1.—Results of elections ordered July 1, 1940–November 30, 1942, in closed-shop and non-closed-shop contract cases, by time of petition or claim of rival in relation to term of contract

Time of petition or claim of rival in relation to term of contract	Closed-shop cases			Non-closed-shop cases		
	Number of elections	Won by rival union		Number of elections	Won by rival union	
		Number	Percent		Number	Percent
All cases	[1] 95	44	46	[2] 140	101	72
On change of affiliation of local union during contract	13	12	92	16	16	100
During contract	19	13	68	[4] 48	34	71
Before new first contract executed	[3] 29	4	14	[1] 16	10	62
Before automatic renewal of contract	9	5	55	10	8	80
During contract negotiations	[1] 25	10	40	42	29	69
Miscellaneous				8	4	50

[1] Includes 1 election in which no union won.
[2] Includes 3 elections in which no union won.
[3] Heavily weighted by 14 elections in plants of 1 company, in all of which the rival union lost.
[4] Includes 2 elections in which no union won.

It is significant that in most of these groups the rival petitioning union won a majority of the elections in both closed-shop and non-closed-shop cases. The greatest strength of the contracting unions was shown in the closed-shop cases where negotiations were under way for a new contract, and in cases involving a new first contract, although the latter group is heavily weighted by 14 elections in plants of 1 company, in all of which the union with the contract won the election.

IX

NEW STATUTORY FUNCTIONS VESTED IN THE BOARD: WAR LABOR DISPUTES ACT AND TELEGRAPH MERGER ACT

WAR LABOR DISPUTES ACT

Near the close of the fiscal year, on June 25, 1943, Congress passed the War Labor Disputes Act, generally referred to as the Smith-Connally Act.[1] Section 8 of this Act gave to the National Labor Relations Board a new function which entails performance of additional and substantial duties by the Board and its staff both in Washington and in the field. Section 8 requires the representative of the employees of a war contractor to give notice of a labor dispute that threatens seriously to interrupt production. It also provides that once such notice has been given, the contractor and employees shall continue production for not less than 30 days under the conditions which prevailed when the dispute arose, except as they may be modified by mutual agreement or by the National War Labor Board. On the thirtieth day after notice is given, unless the dispute has been settled, the National Labor Relations Board is required forthwith to conduct a secret ballot among the employees to whom the dispute is applicable, on the question of whether they will permit any such interruption of war production. Upon the conclusion of the balloting, the Board is required to certify the results and make them public. The purposes of the ballot, as stated in Section 8, are (1) to afford the employees an opportunity to express themselves, free from restraint or coercion, with respect to the threatened interruption, and (2) to apprise the President of disputes which threaten seriously to interrupt production.

In order to coordinate the activities of the three governmental agencies concerned with the administration of the War Labor Disputes Act, an interdepartmental committee has been established, consisting of representatives of the National Labor Relations Board, the Department of Labor, and the National War Labor Board. This committee affords an effective medium for the interchange of information and for the discussion of policy questions and other problems relating to the administration of the War Labor Disputes Act.

[1] 57 Stat. 163 (1943).

FUNCTION OF THE BOARD UNDER SECTION 8

The primary function of the Board under the statute is to conduct secret ballots. The performance of this function, however, entails a number of essential subsidiary determinations. The more important of these are as follows:

1. *Effectiveness of notice.*—Section 8 requires that notice of the labor dispute be served on the Secretary of Labor, the National War Labor Board, and the National Labor Relations Board. The three agencies concerned have mutually construed this provision to mean that service on none is complete until all three have been served, the date on which the last is served being, with certain exceptions, considered as the effective date of the notice for the purpose of counting the 30 days. The exceptions to this rule are those cases described in paragraph 3 below in which a finding by the President that the employer is a war contractor is a prerequisite of coverage. In those cases, the notice is deemed effective as of the date of the finding. In order effectively to administer this provision, which necessitates liaison between the three agencies a central docket has been set up at the Department of Labor to act as a clearing house for notices received by the respective agencies. In addition to requiring service on three agencies, Section 8 also requires the representative filing the notice to include therein a statement of the issues giving rise to the dispute. Accordingly, a notice which fails to include a statement of the issues is deemed incomplete and is not considered effective unless and until the representative supplements it with a statement of the issues involved.

2. *Who shall file notice.*—Section 8 provides that notice of a labor dispute shall be given by "the representative of the employees of a war contractor." And Section 2 provides that the term "representative" shall have the same meaning as in Section 2 of the National Labor Relations Act, where it is defined as meaning "any individual or labor organization." Early in the administration of the statute a question arose as to the meaning of the term. Notice was filed in one case [2] by a labor organization whose petition for a representation election had been denied by the Board for the reason that another union was the exclusive bargaining agent under a valid collective bargaining agreement. The question thus raised was whether the term "the representative of the employees of a war contractor" means the representative of the majority of employees in an appropriate bargaining unit within the meaning of Section 9 (a) of the National Labor Relations Act, or whether it means the representative of any group of employees, regardless of its size or relationship to other groups of employees. In view of the importance of the question, it was presented to the Attorney General for an opinion. In an opinion issued on July 28, 1943, the Attorney General held that the term in question

[2] Allis-Chalmers Manufacturing Company, Case No. S. 7.

is not restricted in meaning to the majority representative in an appropriate bargaining unit but "is to be interpreted as referring to the representative of any group of employees."

In accordance with the opinion, the Board has conducted secret ballots under Section 8 upon notices filed by organizations whose petitions for certification under Section 9 (c) had already been denied by the Board, either (1) because of the existence of another bargaining agent, or (2) because the unit sought was inappropriate. This action was specifically contemplated by the Attorney General when he said:

> Labor disputes threatening seriously to interrupt war production might arise with groups of employees other than those comprising an appropriate bargaining unit. Therefore, the purpose of Section 8 might be defeated if no representative other than a representative of a majority of employees in an appropriate bargaining unit could give the notice provided for in Section 8.

3. *Who is a war contractor.*—The provisions of Section 8 apply only to labor disputes involving war contractors. Consequently, an initial determination must be made in each case as to whether or not the employer is a "war contractor." This term is defined in Section 2 of the War Labor Disputes Act. Specifically, it includes:

> *a.* Any person producing, manufacturing, constructing, reconstructing, installing, maintaining, storing, repairing, mining, or transporting under a contract with the United States, entered into by the Department of War, Department of Navy, or United States Maritime Commission, or entered into pursuant to the Lend-Lease Act;
>
> *b.* Any person whose plant, mine, or facility, is equipped for the manufacture, production, or mining of any article or materials which may be required in the prosecution of the War or which may be useful in connection therewith;
>
> *c.* Any person producing, manufacturing, constructing, reconstructing, installing, maintaining, storing, repairing, mining, or transporting
>
> (1) any building, structure or facility;
>
> (2) any machinery, tool, material, supply, article or commodity; or
>
> (3) any component material or part of, or equipment for any article described in *a*, *b*, and *c* above;
>
> the production, manufacture, construction, reconstruction, installation, maintenance, storage, repair, mining, or transportation of which by the contractor in question is found by the President as being contracted for in the prosecution of the War.

As appears from the foregoing, while coverage under paragraphs (*a*) and (*b*) above derives directly and immediately from the statute, a finding by the President that the employer is a war contractor is a prerequisite of coverage under paragraph (*c*). Because of the wording of the statute in this regard, coverage does not exist until this finding is made. The President has, by Executive order, delegated this function to the Secretary of Labor, who makes special findings with respect to coverage where they are required. The area in which such findings are necessary encompasses several important industries, construction, reconstruction, installation, maintenance, storage, repair, and transportation. No such finding is required with respect to manufacturing, producing, and mining because of the broad coverage described in paragraph (*b*) above. Nor is a finding required in any industry where the employer has contracts with the United States as

set forth in paragraph (*a*) above. Carriers, as defined in the Railway Labor Act, are specifically excluded from the coverage of the Act.

4. *Eligibility to vote.*—An essential determination in each case is the composition of the group of employees among whom the secret ballot shall be conducted. The statute provides in this regard that the ballot shall be taken among the "employees in the plant, plants, mine, mines, facility, facilities, bargaining unit, or bargaining units, as the case may be, with respect to which the dispute is applicable." In construing this language, the Board has sought insofar as possible to conform the voting group to an appropriate bargaining unit or a combination of such units. Where no such unit has been established by Board certification or by contract, the Board conducts the vote among a group corresponding as nearly as possible to a unit which would be appropriate for the purpose of collective bargaining. In such cases, however, the voting group established by the Board for this purpose in no way constitutes a predetermination of the unit which may be found appropriate by the Board in a subsequent representation proceeding under Section 9 (c) of the National Labor Relations Act.

5. *Major issues involved in the dispute.*—Section 8 provides that the Board shall include on the ballot "a concise statement of the major issues involved in the dispute." Section 8 also requires the representative to state in the notice the issues giving rise to the dispute. But the final determination of the major issues and of the language in which they are set forth on the ballot are vested by the statute in the Board. The performance of this function is complicated by two factors—the impracticability of holding a formal hearing on the issues because of the necessity of conducting the ballot on the thirtieth day, and the constantly changing nature of the issues in a typical labor dispute. In stating the issues, the Board has endeavored to adhere to the express statutory requirement that the statement be concise by sweeping away incidental detail and focusing attention on the fundamental nature of the dispute. The Board has also sought to keep abreast of changes in the issues in a fluid situation in order that the ballot shall accurately reflect the current status of the dispute at the time the vote is conducted.

6. *Efforts and facilities.*—The statute also provides that the Board shall include on the ballot a statement of the efforts being made and the facilities being utilized to settle the dispute. These efforts may be made and facilities utilized by the parties to the dispute, by some third party, or more frequently by one or more of the governmental agencies, such as the Conciliation Service of the Department of Labor or the National War Labor Board, which are authorized by law to mediate and settle such disputes. Thus, to accurately determine the current status of the settlement efforts and facilities, the Board is required to maintain close and continuous contact with the parties to the dispute and with governmental agencies attempting to settle the dispute.

7. *What constitutes settlement.*—Since Section 8 provides in effect that no ballot shall be taken on the thirtieth day if the dispute has been settled prior to that date, the Board is frequently required to determine whether or not an effective settlement has been made. In so doing, the Board has administratively determined that a withdrawal of the notice on the part of the representative filing it evidences a settlement, provided that the withdrawal derives from a decision on the part of the representative not to attempt to bring about an interruption of production. In every case where a withdrawal has been obtained, the Board has halted its proceedings at that point. While for the most part the function of settling disputes is vested in other agencies, the Board has consistently endeavored, in cooperation with other agencies, to facilitate an adjustment of the dispute. In order to give the Conciliation Service of the Department of Labor full freedom to obtain a settlement of the dispute in its early stages, the Board, by agreement with that agency, refrains from making an investigation or taking any action whatsoever during the first 7 days after a notice is filed. The success of the cooperative efforts of the governmental agencies to settle disputes is best evidenced by the fact that more than 50 percent of all notices filed have been withdrawn before the ballot could be conducted.

8. *The question.*—The question upon which the employees cast their votes is prescribed by the statute and is stated in precisely the same terms in each case. It is: Do you wish to permit an interruption of war production in wartime as a result of this dispute?

Procedure

The keynote of the procedure devised by the Board for administering Section 8 is speed. This is because of the rigid time limits imposed by the statute, which requires (1) that the ballot shall be conducted "forthwith" on the thirtieth day after notice is filed, and (2) that upon the conclusion of the balloting, the results shall "forthwith" be certified and made open to public inspection. Since time is thus made of the essence both before and after the vote is conducted, the statute does not provide for formal hearings. Accordingly the Board has not found it desirable to employ any such time-consuming formal proceedings either before or after the balloting, since to do so would run counter to the purposes of the statute. The Board does, however, give all parties to the dispute ample opportunity to present their views on the matters under consideration and to present any information which they deem material. The procedure which has been adopted by the Board entails (1) the conduct of a complete investigation of the dispute by the Board's Regional Office and the preparation by the Regional Office of a written report to the Board, setting forth in detail the relevant facts, together with its recommendations as to the contents of the ballot and the composition of the voting group; (2) review of this report by the Washington staff and determination by the Board of the questions presented and the contents of the ballot;

(3) preparation for, and conduct by the Regional Office of the secret ballot on the thirtieth day in accordance with the Board's instructions, followed immediately by a telegraphic report of the results by the Regional Office to the Board; and (4) immediate certification by the Board to the President of the results of the balloting.

With respect to the actual balloting, the Board utilizes, for the most part, the procedures and techniques which have been established and tested by years of experience in conducting representation elections under the National Labor Relations Act. In the main, these established procedures have been found to be equally well-suited to the conduct of ballots under the War Labor Disputes Act. In the interest of speed, however, certain modifications in the procedure have been found necessary. Thus, while the parties are permitted to challenge the eligibility of employees to vote, the challenges are ruled on by the Board's agent at the time they are made, in order to eliminate the delay entailed in withholding ruling until a later date. And for the same reason, no provision is made for a formal Election Report or for formal Objections to the conduct of the ballot, as in the representation cases. In lieu thereof, immediately upon the conclusion of the balloting, the agent conducting the vote telegraphs the results to the Board, and the Board, in turn, directly transmits them to the President.

The inflexibility of the time limitations under which the Board must operate and the necessity for adopting a streamlined, speedy procedure are best illustrated by the fact that the first two steps set forth above must be completed well within the 30 days, the third step "forthwith" on the thirtieth day; and the fourth step "forthwith" thereafter.

Cases Handled

From the date of the passage of the Act to October 15, 1943, a total of 367 dispute notices were filed. Since many of these involve employer associations or groups of employers, the number of plants covered by the notices substantially exceeds the number of notices filed. As of this date, 236 of these notices or 64.3 percent had been withdrawn in various stages of procedure prior to the end of the 30-day waiting period. In the greater number of these cases, however, 1 or more of the 3 steps in the Board's procedure, as outlined above, had already been taken before the withdrawal was obtained. Sixty-seven of the notices were still pending on October 15, the 30 days not yet having elapsed and no withdrawal having been obtained. In 63 cases, secret ballots were conducted, some of them involving a number of separate plants or operations. In 58 cases, the majority of the employees voted in favor of an interruption, and in 6, the majority of employees or the majority in 1 of 2 groups involved, registered a negative choice. In only 19 cases, however, according to available information, had an interruption of production actually followed an

affirmative vote. In 5 cases strikes had occurred either before or after a notice was withdrawn.

TELEGRAPH MERGER ACT

After extended consideration by Congress, an amendment to the Communications Act of 1934 [3] was enacted, and approved on March 6, 1943, which permitted, subject to various statutory requirements and the approval of the Federal Communications Commission, the merger of domestic telegraph carriers.

Section 222 (f) of this amendment sets forth a series of provisions for the protection of the employees of carriers which may be merged under the terms of the statute, and specifies that the employees affected are entitled to enforcement of their rights through the same remedies provided under the National Labor Relations Act. The National Labor Relations Board, subject to review by the courts of the United States, is vested with jurisdiction to enforce such rights.

The rights granted to employees, subject to the conditions and limitations set forth in the statute, include the following: right to continue employment for specified period; right to protection against reduction in compensation; right to protection against assignment to work inconsistent with past training and experience in the telegraph industry; right to specified severance pay in case of legal discharge; right to preferential hiring status in case of legal discharge; right to traveling and moving expenses of employee and family in case of transfer from one community to another; right to continuance of existing pension, health, disability and death benefits; right of restoration to former employment status after discharge from the armed services; right to protection against discharge, furlough or reduction in compensation during 6-month period preceding merger; right to continue existing hours of employment as provided in collective bargaining agreement.

On May 25, 1943, an application for approval of a merger plan was filed with the Federal Communications Commission by the Western Union Telegraph Co. and the Postal Telegraph Co. Hearings on the merger proposal were opened by the Commission on July 7, 1943, and on September 28, 1943, an order was issued approving the merger plan, which contemplated the purchase of the Postal Telegraph Co. by Western Union. The merger was effected on October 7, 1943.

The National Labor Relations Board has designated a Telegraph Merger Committee, of which the Executive Secretary is chairman, and the Chief Trial Examiner, an Associate General Counsel, and an Assistant Director of the Field Division are members, to coordinate the Board's activities under the Merger Act, and to serve in a liaison capacity with the Federal Communications Commission, and representatives of the companies and employees affected.

[3] 57 Stat. 5 (1943).

The Board has adopted, after consultation with the parties affected, an amendment to its Rules and Regulations which provides for the application of its regular procedure in unfair labor practice cases to cases in which telegraph employees have been denied rights granted under the Communications Act. Under this procedure, employees affected, or their representatives, may file a charge with the Board's Regional Office in the area involved, which then forms a basis for institution of the Board's regular informal and formal procedures.

While the recency of the actual merger does not permit an accurate appraisal of the nature or extent of the problems which may arise under the labor-protection provisions of the Merger Act, the Board will endeavor to foster their solution through mutual action on the part of the company and the labor organizations involved, while ensuring through its own procedures that employees are afforded prompt and full protection of their statutory rights.

X

FISCAL STATEMENT

The expenditures and obligations for fiscal year ended June 30, 1943, are as follows:

Salaries	$2, 590, 577
Travel	418, 240
Transportation of things	13, 269
Communications	106, 904
Rents and utility services	114, 928
Other contractual services	98, 332
Supplies and materials	29, 971
Furniture and equipment	12, 800
Total salaries and expenses	3, 385, 021
Printing and binding	213, 971
Grand total expenditures and obligations	3, 598, 992

APPENDIX A

STATISTICAL TABLES

The following tables present the fully detailed statistical record of cases received during the fiscal year, cases closed, cases pending at the end of the year, and elections and pay-roll checks conducted during the year, together with their results.

STATISTICAL TABLES

Table 1.—Number of cases received, closed, and pending during the fiscal year 1943, by identification of complainant or petitioner

	Number of cases					Total number of workers involved
	Total [1]	Identification of complainant or petitioner				
		A. F. of L. affiliate	C. I. O. affiliate	Unaffiliated union	Individual or employer	
	All cases					
Cases pending July 1, 1942	2,860	1,113	1,403	217	130	([2])
Cases received July 1942-June 1943	9,543	3,729	4,287	1,115	420	([2])
Cases on docket July 1942-June 1943	12,403	4,842	5,690	1,332	550	([2])
Cases closed July 1942-June 1943	9,777	3,897	4,496	945	450	([2])
Cases pending June 30, 1943	2,626	945	1,194	387	100	([2])
	Unfair labor practice cases					
Cases pending July 1, 1942	1,774	674	904	82	116	2,110,769
Cases received July 1942-June 1943	3,403	1,249	1,482	311	364	5,806,610
Cases on docket July 1942-June 1943	5,177	1,923	2,386	393	480	7,917,379
Cases closed July 1942-June 1943	3,849	1,470	1,738	261	385	5,378,802
Cases pending June 30, 1943	1,328	453	648	132	95	2,538,577
	Representation cases					
Cases pending July 1, 1942	1,086	439	499	135	14	569,783
Cases received July 1942-June 1943	6,140	2,480	2,805	804	56	2,229,861
Cases on docket July 1942-June 1943	7,226	2,919	3,304	939	70	2,799,644
Cases closed July 1942-June 1943	5,928	2,427	2,758	684	65	2,213,694
Cases pending June 30, 1943	1,298	492	546	255	5	585,950

[1] Cases filed jointly by unions of different affiliation are counted only once under "total" but are duplicated in the tabulations by identification of complainant or petitioner.

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

Table 2.—Distribution of cases and workers involved in cases received during the fiscal year 1943, by month

Month	Cases received						
	Number			Percent of total		Workers involved [1]	
	All cases	Unfair labor practice cases	Representation cases	Unfair labor practice cases	Representation cases	Unfair labor practice cases	Representation cases
Total	9,543	3,403	6,140	35.7	64.3	5,806,610	2,229,861
July	937	383	554	40.9	59.1	621,986	170,087
August	911	399	512	43.8	56.2	473,129	162,979
September	807	318	489	39.4	60.6	443,720	170,185
October	718	254	464	35.4	64.6	489,217	177,985
November	639	249	390	39.0	61.0	252,809	206,651
December	574	225	349	39.2	60.8	403,021	119,558
January	734	291	443	39.6	60.4	510,420	175,552
February	760	247	513	32.5	67.5	556,212	248,204
March	915	288	627	31.5	68.5	447,578	221,603
April	918	282	636	30.7	69.3	604,145	202,829
May	778	214	564	27.5	72.5	441,458	196,501
June	852	253	599	29.7	70.3	562,915	177,727

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

Table 3.—Types of unfair labor practices alleged in charges received during the fiscal year 1943 [1]

Unfair labor practices alleged	Number of cases showing specific allegations	Percent of total
SUBSECTIONS OF SEC. 8 OF THE ACT		
Total	3,403	100.0
8 (1)	424	12.5
8 (1) (2)	176	5.2
8 (1) (3)	1,901	55.9
8 (1) (4)	10	.3
8 (1) (5)	508	14.9
8 (1) (2) (3)	115	3.4
8 (1) (2) (5)	29	.8
8 (1) (3) (4)	21	.6
8 (1) (3) (5)	197	5.8
8 (1) (2) (3) (5)	17	.5
8 (1) (3) (4) (5)	5	.1
RECAPITULATION		
8 (1)	3,403	100.0
8 (2)	337	9.9
8 (3)	2,256	66.3
8 (4)	36	1.1
8 (5)	756	22.2

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

Table 4.—Distribution of cases received during the fiscal year 1943 and percent increase or decrease compared with the fiscal year 1942, by State [1]

Division and State [2]	Number of cases received in 1943					Percent increase or decrease compared with 1942	
	All cases	Unfair labor practice cases		Representation cases		Unfair labor practice cases	Representation cases
		Number	Percent of total	Number	Percent of total		
New England	697	241	7.0	456	7.3	−16.0	−3.0
Maine	48	12	.3	36	.6	−29.4	−2.7
New Hampshire	39	8	.2	31	.5	0	+29.2
Vermont	27	6	.2	21	.3	−14.3	+75.0
Massachusetts	402	164	4.8	238	3.8	+4.5	−8.1
Rhode Island	65	19	.6	46	.7	−45.7	+2.2
Connecticut	116	32	.9	84	1.4	−49.2	−9.7
Middle Atlantic	2,258	795	23.4	1,463	23.6	−36.0	+1.6
New York	1,103	408	12.0	695	11.2	−45.6	−10.9
New Jersey	542	190	5.6	352	5.7	−22.4	+26.6
Pennsylvania	613	197	5.8	416	6.7	−20.6	+8.9
East North Central	2,781	922	27.0	1,859	29.9	−30.7	+5.9
Ohio	838	301	8.8	537	8.7	−30.5	+16.0
Indiana	323	114	3.3	209	3.4	−32.5	+4.0
Illinois	820	265	7.8	555	8.9	−27.6	+7.4
Michigan	626	176	5.2	450	7.2	−35.3	−5.7
Wisconsin	174	66	1.9	108	1.7	−26.7	+11.3
West North Central	821	287	8.4	534	8.6	−37.7	−1.1
Minnesota	170	59	1.7	111	1.8	−42.2	+16.8
Iowa	124	40	1.2	84	1.3	−34.4	−3.4
Missouri	345	128	3.8	217	3.5	−23.8	+10.7
North Dakota	10	4	.1	6	.1	+33.3	−14.3
South Dakota	10	4	.1	6	.1	−81.0	−66.7
Nebraska	54	12	.3	42	.7	−77.8	−30.0
Kansas	108	40	1.2	68	1.1	−23.1	−11.7
South Atlantic	854	379	11.2	475	7.7	−18.8	−3.8
Delaware	12	3	.1	9	.1	−66.7	−40.0
Maryland	142	57	1.7	85	1.4	−49.6	−23.4
District of Columbia	54	22	.6	32	.5	−45.0	−39.6
Virginia	137	56	1.6	81	1.3	−6.7	+2.5
West Virginia	148	57	1.7	91	1.5	0	+40.0
North Carolina	88	40	1.2	48	.8	+2.6	+29.7
South Carolina	46	28	.8	18	.3	+33.3	+20.0
Georgia	108	63	1.9	45	.7	−25.9	−28.6
Florida	119	53	1.6	66	1.1	+23.3	+17.9
East South Central	483	176	5.2	307	4.9	−13.7	+39.5
Kentucky	191	68	2.0	123	2.0	−9.3	+95.2
Tennessee	155	71	2.1	84	1.3	−18.4	−15.2
Alabama	99	28	.8	71	1.1	−20.0	+47.9
Mississippi	38	9	.3	29	.5	+28.6	+190.0
West South Central	433	177	5.2	256	4.1	−20.6	−28.5
Arkansas	57	23	.7	34	.5	−4.2	−43.3
Louisiana	76	31	.9	45	.7	−40.4	−55.4
Oklahoma	59	18	.5	41	.7	−52.6	+17.1
Texas	241	105	3.1	136	2.2	−3.7	−16.0

See footnotes, p. 87.

Table 4.—Distribution of cases received during the fiscal year 1943 and percent increase or decrease compared with the fiscal year 1942, by State [1]—Continued

Division and State [2]	Number of cases received in 1943					Percent increase or decrease compared with 1942	
	All cases	Unfair labor practice cases		Representation cases		Unfair labor practice cases	Representation cases
		Number	Percent of total	Number	Percent of total		
Mountain	259	82	2.4	177	2.8	−46.4	+6.0
Montana	22	8	.2	14	.2	−42.9	+7.7
Idaho	46	17	.5	29	.5	−45.2	+93.3
Wyoming	1	1	(3)	0	0	−80.0	−100.0
Colorado	86	30	.9	56	.9	−38.8	−9.7
New Mexico	20	6	.2	14	.2	−57.1	−30.0
Arizona	42	9	.3	33	.5	−47.1	−23.3
Utah	17	1	(3)	16	.3	−94.7	+100.0
Nevada	25	10	.3	15	.2	+150.0	+275.0
Pacific	982	303	8.9	679	10.9	−48.5	+6.3
Washington	139	42	1.2	97	1.6	−56.3	+31.1
Oregon	129	26	.8	103	1.6	−58.7	+25.6
California	714	235	6.9	479	7.7	−45.2	−.8
Outlying areas:							
Alaska	3	2	.1	1	(3)	.0	+100.0
Hawaii	12	9	.3	3	(3)	−10.0	+100.0
Puerto Rico	41	32	.9	9	.1	+966.7	+800.0

[1] The total number of cases received by State is greater than the number of cases received during the year because cases arising in more than one State are tabulated under each State affected.

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

[3] Less than 0.1 percent.

Table 5.—Distribution of cases received during the fiscal year 1943, by industry

Industrial group[1]	All cases		Unfair labor practice cases		Representation cases	
	Number	Percent of total	Number	Percent of total	Number	Percent of total
Total	9,543	100.0	3,403	100.0	6,140	100.0
Manufacturing	7,560	79.2	2,729	80.2	4,831	78.7
Food and kindred products	544	5.7	201	5.9	343	5.6
Tobacco manufactures	30	.3	9	.3	21	.3
Textile-mill products	321	3.4	136	4.0	185	3.0
Apparel and other finished products made from fabrics and similar materials	272	2.9	149	4.4	123	2.0
Lumber and timber basic products	290	3.0	90	2.6	200	3.3
Furniture and finished lumber products	221	2.3	96	2.8	125	2.0
Paper and allied products	175	1.8	60	1.8	115	1.9
Printing, publishing, and allied industries	207	2.2	80	2.3	127	2.1
Chemicals and allied products	425	4.5	106	3.1	319	5.2
Products of petroleum and coal	126	1.3	31	.9	95	1.6
Rubber products	57	.6	20	.6	37	.6
Leather and leather products	226	2.4	119	3.5	107	1.7
Stone, clay, and glass products	251	2.6	101	3.0	150	2.4
Iron and steel and their products	1,512	15.8	473	13.9	1,039	16.9
Nonferrous metals and their products	248	2.6	86	2.5	162	2.6
Machinery (except electrical)	891	9.3	298	8.8	593	9.7
Electrical machinery	372	3.9	127	3.7	245	4.0
Transportation equipment	1,146	12.0	448	13.2	698	11.4
Aircraft and parts	553	5.8	223	6.6	330	5.4
Automotive	97	1.0	24	.7	73	1.2
Ship and boat building and repairing	475	5.0	193	5.7	282	4.6
Other	21	.2	8	.2	13	.2
Miscellaneous manufacturing	246	2.6	99	2.9	147	2.4
Agriculture and forestry	26	.3	12	.4	14	.2
Mining	359	3.8	100	2.9	259	4.2
Metal mining	150	1.6	24	.7	126	2.0
Coal mining	77	.8	39	1.1	38	.6
Crude petroleum and natural gas production	45	.5	11	.3	34	.6
Nonmetallic mining and quarrying	87	.9	26	.8	61	1.0
Construction	85	.9	43	1.3	42	.7
Wholesale trade	295	3.1	108	3.2	187	3.0
Retail trade	148	1.5	56	1.6	92	1.5
Finance, insurance, and real estate	143	1.5	40	1.2	103	1.7
Transportation, communication, and other public utilities	716	7.5	219	6.4	497	8.1
Highway passenger transportation	61	.6	30	.9	31	.5
Highway freight transportation	99	1.0	53	1.5	46	.8
Water transportation	68	.7	26	.8	42	.7
Warehousing and storage	62	.7	17	.5	45	.7
Other transportation	44	.5	18	.5	26	.4
Communication	90	.9	24	.7	66	1.1
Heat, light, power, water, and sanitary services	292	3.1	51	1.5	241	3.9
Services	211	2.2	96	2.8	115	1.9

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

Table 6.—Percent distribution of unfair labor practice cases received during the fiscal year 1943, by industry, by size of establishment

Industry [1]	Establishments employing (workers)—						
	Less than 100	100–199	200–299	300–399	400–499	500–999	1,000 and over
	Percent	*Percent*	*Percent*	*Percent*	*Percent*	*Percent*	*Percent*
Total	37	16	9	6	4	10	18
Manufacturing, total	32	16	10	6	5	11	20
Food and kindred products	44	22	10	4	2	8	10
Tobacco manufactures	33	0	11	11	11	23	11
Textile mill products	28	12	11	9	4	15	21
Apparel and other finished products made from fabrics and similar materials	43	23	10	7	6	7	4
Lumber and timber basic products	54	8	15	6	2	9	6
Furniture and finished lumber products	40	21	16	8	3	10	2
Paper and allied products	23	25	16	14	3	10	9
Printing, publishing, and allied products	68	18	8	0	1	1	4
Chemicals and allied products	30	16	12	8	7	7	20
Products of petroleum and coal	32	11	14	4	0	11	28
Rubber products	27	17	0	6	11	17	22
Leather and leather products	30	25	14	6	4	15	6
Stone, clay, and glass products	48	17	12	7	4	6	6
Iron and steel and their products	26	14	9	5	5	14	27
Nonferrous metal and their products	24	21	11	4	4	13	23
Machinery (except electrical)	32	17	8	10	6	12	15
Electrical machinery	26	12	7	7	7	11	30
Transportation equipment	16	11	6	4	5	11	47
Aircraft and parts	17	10	7	4	5	12	45
Automotive equipment and parts	42	13	4	0	4	8	29
Ship and boat building and repairing	10	13	7	5	4	10	51
Other	14	0	0	0	0	29	57
Miscellaneous manufacturing	51	16	11	8	3	8	3
Agriculture and forestry	73	9	0	9	9	0	0
Mining	60	14	2	2	4	7	11
Metal mining	47	9	0	0	13	9	22
Coal mining	63	14	3	3	0	6	11
Crude petroleum and natural gas production	50	30	0	10	0	10	0
Nonmetallic mining and quarrying	71	13	4	0	4	4	4
Construction	30	13	3	3	0	23	28
Wholesale trade	69	12	9	2	2	4	2
Retail trade	55	12	10	4	0	2	17
Finance, insurance, and real estate	73	11	8	0	0	0	8
Transportation, communication, and other public utilities	55	15	5	2	3	8	12
Highway passenger transportation	78	4	0	0	4	7	7
Highway freight transportation	76	12	6	2	2	2	0
Water transportation	57	10	14	0	0	14	5
Warehousing and storage	75	13	0	0	12	0	0
Other transportation	43	13	0	0	0	13	31
Communication	45	25	0	0	0	10	20
Heat, light, power, water, and sanitary services	22	23	8	6	4	10	27
Services	63	13	9	6	2	4	3

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

Table 7.—Percent distribution of representation cases received during the fiscal year 1943, by industry, by size of unit

Industry [1]	Units involving (workers)—						
	Less than 100	100–199	200–299	300–399	400–499	500–999	1,000 and over
	Percent	*Percent*	*Percent*	*Percent*	*Percent*	*Percent*	*Percent*
Total	55	16	8	4	3	8	6
Manufacturing, total	50	17	9	5	3	9	7
Food and kindred products	63	15	7	3	1	6	5
Tobacco manufactures	31	11	11	16	0	21	10
Textile mill products	36	9	13	5	4	17	16
Apparel and other finished products made from fabric and similar materials	43	29	10	10	3	4	1
Lumber and timber basic products	65	18	6	4	1	3	3
Furniture and finished lumber products	57	21	11	4	1	5	1
Paper and allied products	43	20	12	7	5	7	6
Printing, publishing, and allied products	87	8	2	2	1	0	0
Chemical and allied products	55	14	10	5	1	9	6
Products of petroleum and coal	63	15	9	1	1	8	3
Rubber products	50	11	6	5	3	14	11
Leather and leather products	31	21	13	8	4	17	6
Stone, clay, and glass products	53	24	9	3	3	4	4
Iron and steel and their products	45	18	10	5	4	10	8
Nonferrous metals and their products	45	15	14	6	3	10	7
Machinery (except electrical)	51	20	9	5	4	7	4
Electrical machinery	53	14	5	6	6	10	6
Transportation equipment	44	16	7	4	3	12	14
Aircraft and parts	41	15	8	5	2	13	16
Automotive equipment and parts	55	17	1	1	1	11	14
Ship and boat building and repairing	44	16	8	3	5	11	13
Other	67	9	0	8	0	8	8
Miscellaneous manufacturing	59	15	9	5	2	5	5
Agriculture and forestry	69	23	0	0	8	0	0
Mining	63	18	5	3	4	4	3
Metal mining	48	24	6	6	4	7	5
Coal mining	66	18	8	0	0	3	5
Crude petroleum and natural gas production	85	9	0	3	0	3	0
Nonmetallic mining and quarrying	79	11	3	0	7	0	0
Construction	63	22	5	0	3	7	0
Wholesale trade	83	9	5	3	0	(2)	(2)
Retail trade	62	9	8	3	3	6	9
Finance, insurance, and real estate	83	8	1	3	0	2	3
Transportation	65	14	6	3	1	6	5
Highway passenger transportation	67	17	3	3	3	7	0
Highway freight transportation	91	9	0	0	0	0	0
Water transportation	88	8	2	2	0	0	0
Warehousing and storage	84	9	5	2	0	0	0
Other transportation	46	15	12	0	0	12	15
Communication	66	9	6	3	0	11	5
Heat, light, power, water, and sanitary services	55	17	8	3	3	7	7
Services	68	20	6	3	1	0	2

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

[2] Less than 1 percent.

Table 8.—Disposition of unfair labor practice cases closed during the fiscal years 1940–43, by method and stage [1]

Method and stage of disposition	Fiscal year 1943			Fiscal year 1942			Fiscal year 1941			Fiscal year 1940		
	Number of cases	Percent of cases closed	Percent of cases on docket	Number of cases	Percent of cases closed	Percent of cases on docket	Number of cases	Percent of cases closed	Percent of cases on docket	Number of cases	Percent of cases closed	Percent of cases on docket
Cases on docket during year	5,177			7,236			6,981			6,836		
Total number of cases closed	3,849	100.0	74.3	5,456	100.0	75.4	4,683	100.0	67.1	4,640	100.0	67.9
Adjusted, total	1,358	35.3	26.2	2,450	44.9	33.9	2,142	45.7	30.7	1,877	40.5	27.5
Before formal action	1,298	33.7	25.1	2,408	44.1	33.3	2,113	45.1	30.3	1,836	39.6	26.9
After formal action	60	1.6	1.1	42	.8	.6	29	.6	.4	41	.9	.6
Closed by compliance, total	418	10.9	8.0	343	6.3	4.7	305	6.5	4.3	350	7.5	5.1
With Intermediate Report	35	.9	.7	27	.5	.4	38	.8	.5	26	.6	.4
With Board Order	97	2.5	1.8	69	1.3	.9	79	1.7	1.1	118	2.5	1.7
With Consent Decree	167	4.4	3.2	146	2.7	2.0	127	2.7	1.8	187	4.0	2.7
With Court Order	119	3.1	2.3	101	1.8	1.4	61	1.3	.9	19	.4	.3
Withdrawn, total	1,499	38.9	29.0	1,860	34.1	25.7	1,449	31.0	20.8	1,363	29.4	19.9
Before formal action	1,488	38.6	28.8	1,852	33.9	25.6	1,436	30.7	20.6	1,343	29.0	19.6
After formal action	11	.3	.2	8	.2	.1	13	.3	.2	20	.4	.3
Dismissed, total	566	14.7	10.9	789	14.4	10.9	737	15.7	10.6	1,018	21.9	14.9
Before formal action	522	13.5	10.0	755	13.8	10.4	676	14.4	9.7	930	20.0	13.6
After formal action, before Intermediate Report	3	.1	.1	3	0.0	0.0	4	.1	.1	9	.2	.1
By Trial Examiner, in Intermediate Report	5	.1	.1	11	.2	.2	5	.1	.1	10	.2	.2
By Board Order	34	.9	.7	14	.3	.2	38	.8	.5	63	1.4	.9
After Court Order	2	.1	0.0	6	.1	.1	14	.3	.2	6	.1	.1
Closed otherwise	8	.2	.2	14	.3	.2	50	1.1	.7	32	.7	.5

[1] This tabulation of cases closed differs from those in previous reports in that the cases are grouped first by method and then by stage. Prior to this year, cases were grouped by stage and method.

558154—44——7

Table 9.—Disposition of representation cases closed during the fiscal years 1940–43, by method and stage [1]

Method and stage of disposition	Fiscal year 1943			Fiscal year 1942			Fiscal year 1941			Fiscal year 1940		
	Number of cases	Percent of cases closed	Percent of cases on docket	Number of cases	Percent of cases closed	Percent of cases on docket	Number of cases	Percent of cases closed	Percent of cases on docket	Number of cases	Percent of cases closed	Percent of cases on docket
Cases on docket during year	7,226			7,376			5,081			3,454		
Total number of cases closed	5,928	100.0	82.0	6,287	100.0	85.2	3,705	100.0	72.9	2,690	100.0	77.9
Adusted before hearing, total	2,935	49.5	40.6	3,487	55.5	47.3	2,044	55.2	40.2	997	37.1	28.9
Direct recognition	216	3.6	3.0	413	6.6	5.6	336	9.1	6.6	194	7.2	5.6
Recognition following election or pay-roll check	2,299	38.8	31.8	2,626	41.8	35.6	1,450	39.1	28.5	651	24.2	18.9
Union unsuccessful in election or pay-roll check	420	7.1	5.8	448	7.1	6.1	258	7.0	5.1	152	5.7	4.4
Informally adjusted during or after hearing	58	1.0	.8	30	.5	.4	18	.5	.3	16	.6	.4
Direct recognition	3	.1	.0	4	.1	.1	7	.2	.1	4	.1	.1
Recognition following election or pay-roll check	50	.8	.7	25	.4	.3	10	.3	.2	8	.3	.2
Union unsuccessful in election or pay-roll check	5	.1	.1	1	0.0	0.0	1	0.0	0.0	4	.2	.1
Formally adjusted,[2] total	241	4.0	3.4	214	3.4	2.9	79	2.1	1.6	9	.3	.3
Certification on consent election or pay-roll check	223	3.7	3.1	199	3.2	2.7	72	1.9	1.4	8	.3	.3
Board Order dismissing after consent election or pay-roll check	18	.3	.3	15	.2	.2	7	.2	.2	1	0.0	0.0
Certification following directed election	1,014	17.1	14.0	741	11.8	10.0	476	12.8	9.4	371	13.8	10.7
Certification after decision on record	6	.1	.1	7	.1	.1	17	.5	.3	44	1.6	1.3
Withdrawn, total	1,137	19.2	15.7	1,170	18.6	15.9	644	17.4	12.7	761	28.3	22.0
Before hearing	1,052	17.7	14.5	1,047	16.6	14.2	622	16.8	12.3	695	25.8	20.1
After hearing	85	1.5	1.2	123	2.0	1.7	22	.6	.4	66	2.5	1.9

Dismissed, total	534	9.0	7.4	636	10.1	8.6	424	11.4	8.3	489	18.2	14.2
Before hearing	307	5.2	4.2	432	6.9	5.8	281	7.6	5.5	316	11.8	9.2
By Board Order, without election	98	1.6	1.4	102	1.6	1.4	75	2.0	1.5	106	3.9	3.1
By Board Order, following directed election	129	2.2	1.8	102	1.6	1.4	68	1.8	1.3	67	2.5	1.9
Otherwise	3	.1	.0	2	.0	.0	3	.1	.1	3	.1	.1

[1] This tabulation of cases closed differs from those in previous reports in that the cases are grouped first by method and then by stage. Prior to this year cases were grouped by stage and method.

[2] Cases in which the parties waive hearing, agree in writing to the conduct of an election, but require that the results of the balloting be embodied in a Board Order certifying the winning union or dismissing the petition if no union is successful.

Table 10.—Forms of remedy in unfair labor practice cases closed during the fiscal year 1943, by identification of complainant

	Total	Identification of complainant			
		A. F. of L. affiliates	C. I. O. affiliates	Unaffiliated unions	Individuals
	Cases				
Notice posted	1,110	454	553	62	41
Company union disestablished	205	65	128	7	5
Workers placed on preferential hiring list	95	37	51	5	2
Collective bargaining begun	493	278	173	39	3
	Workers				
Workers reinstated to remedy discriminatory discharge	7,111	2,144	4,402	427	138
Workers receiving back pay	5,115	1,036	3,655	308	116
Back-pay awards	$2,284,593	$514,006	$1,492,197	$236,730	$41,660
Strikers reinstated	1,250	573	677	0	0

Table 11.—Number of elections and pay-roll checks and number of votes cast for participating unions during the fiscal year 1943

Participating unions	Number of elections and pay-roll checks	Elections and pay-roll checks won						Eligible voters		Valid votes cast							
		By A. F. of L. affiliates		By C. I. O. affiliates		By unaffiliated unions		Number	Percent casting valid votes	Total	For A. F. of L. affiliates		For C. I. O. affiliates		For unaffiliated unions		Against unions
		Number	Percent	Number	Percent	Number	Percent				Number	Percent	Number	Percent	Number	Percent	
Total	4,153	1,398	33.7	1,766	42.5	416	10.0	1,402,040	80.3	1,126,501	267,118	23.7	515,271	45.7	140,780	12.5	203,332
A. F. of L. affiliates	[1] 1,315	1,072	81.5	-------	-------	-------	-------	226,547	82.2	186,309	131,171	70.4	-------	-------	-------	-------	55,138
C. I. O. affiliates	[2] 1,580	-------	-------	1,344	85.1	-------	-------	478,413	79.9	382,453	-------	-------	284,816	74.5	-------	-------	97,637
Unaffiliated unions	[3] 328	-------	-------	-------	-------	276	84.1	65,825	81.3	53,506	-------	-------	-------	-------	40,633	75.9	12,873
A. F. of L. affiliates-C. I. O. affiliates	[4] 513	211	41.1	268	52.2	-------	-------	328,699	78.3	257,407	100,580	39.1	132,921	51.6	-------	-------	23,906
A. F. of L. affiliates-unaffiliated unions	[5] 160	104	65.0	-------	-------	52	32.5	65,403	81.5	53,280	30,050	56.4	-------	-------	19,030	35.7	4,200
C. I. O. affiliates-unaffiliated unions	[6] 227	-------	-------	143	63.0	80	35.2	215,418	82.0	176,727	-------	-------	92,083	52.1	75,890	42.9	8,754
A. F. of L.-C. I. O.-unaffiliated unions	30	11	36.7	11	36.7	8	26.7	21,735	77.4	16,819	5,317	31.6	5,451	32.4	5,227	31.1	824

[1] Includes 3 elections in which 2 A. F. of L. unions were on the ballot.
[2] Includes 3 elections in which 2 C. I. O. unions were on the ballot.
[3] Includes 32 elections in which 2 unaffiliated unions were on the ballot.
[4] Includes 1 election in which 2 A. F. of L. unions were on the ballot.
[5] Includes 3 elections in which 2 A. F. of L. unions were on the ballot; includes 1 election in which 2 unaffiliated unions were on the ballot.
[6] Includes 5 elections in which 2 unaffiliated unions were on the ballot.

Table 12.—Number of elections and pay-roll checks and number of votes cast for participating unions during the fiscal year 1943, by petitioner

Participating unions	Number of elections and pay-roll checks	Elections won by petitioner		Valid votes cast					Percent of total votes cast for petitioner
		Number	Percent	Total	For A. F. of L.	For C. I. O.	For unaffiliated union	For no union	
Total	4,153	3,264	78.6	1,126,501	267,118	515,271	140,780	203,332	63.8
A. F. of L. affiliate, petitioner:									
No other party on ballot	[1] 1,308	1,066	81.5	185,620	130,630			54,990	70.4
C. I. O. on ballot	[2] 199	121	60.8	96,110	39,649	41,024		15,437	41.3
Unaffiliated union on ballot	[3] 108	79	73.1	42,674	24,625		14,587	3,462	57.7
C. I. O. and unaffiliated union on ballot	[4] 8	5	62.5	8,480	3,274	728	3,874	604	38.6
C. I. O. affiliate, petitioner:									
No other party on ballot	[5] 1,576	1,339	85.0	379,110		282,842		96,268	74.6
A. F. of L. on ballot	[6] 305	206	67.5	152,905	55,508	87,808		9,589	57.4
Unaffiliated union on ballot	[7] 177	124	70.1	152,217		81,170	63,399	7,648	53.3
A. F. of L. and unaffiliated union on ballot	10	7	70.0	4,249	805	2,408	863	173	56.7
Unaffiliated union, petitioner:									
No other party on ballot	291	240	82.5	42,395			30,161	12,234	71.1
A. F. of L. on ballot	[8] 53	25	47.2	10,683	5,410		4,500	773	42.1
C. I. O. on ballot	[9] 45	26	57.8	17,813		7,860	8,789	1,164	49.3
Other unaffiliated union on ballot	31	21	67.7	9,667			9,366	301	56.5
A. F. of L. and C. I. O. on ballot	13	5	38.5	5,220	1,238	2,629	1,306	47	25.0
Employer petitioner:									
A. F. of L. and C. I. O. on ballot	12			11,733	5,494	5,970		269	
A. F. of L. and unaffiliated union on ballot	1			178	172		6		
C. I. O. and unaffiliated union on ballot	7			6,748		2,791	3,691	266	
A. F. of L. alone	[10] 4			410	313			97	
C. I. O. alone	2			44		41		3	
Unaffiliated union alone	[11] 3			245			238	7	

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

Table 13.—Number of elections and pay-roll checks and number of valid votes cast during the fiscal year 1943, by industry

Industrial group [1]	Elections and pay-roll checks		Valid votes cast		Winner							
					A. F. of L.		C. I. O.		Unaffiliated		No union	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total	4,153	100.0	1,126,501	100.0	1,398	33.7	1,766	42.5	416	10.0	573	13.8
Manufacturing	3,307	79.6	1,020,318	90.5	1,080	32.7	1,436	43.4	340	10.3	451	13.6
Food and kindred products	241	5.8	44,259	3.9	111	46.1	77	31.9	16	6.6	37	15.4
Tobacco manufactures	16	.4	2,843	.2	11	68.8	2	12.5	1	6.2	2	12.5
Textile-mill products	137	3.3	58,681	5.2	32	23.4	64	46.7	13	9.5	28	20.4
Apparel and other finished products made from fabrics and similar materials	74	1.8	11,955	1.1	27	36.5	33	44.6	2	2.7	12	16.2
Lumber and timber basic products	131	3.1	14,785	1.3	40	30.5	66	50.4	3	2.3	22	16.8
Furniture and finished lumber products	103	2.5	10,900	1.0	38	36.9	33	32.0	8	7.8	24	23.3
Paper and allied products	81	1.9	16,781	1.5	29	35.8	21	25.9	15	18.5	16	19.8
Printing, publishing, and allied industries	92	2.2	3,561	.3	37	40.2	23	25.0	13	14.1	19	20.7
Chemicals and allied products	210	5.1	57,305	5.1	66	31.4	74	35.2	51	24.3	19	9.1
Products of petroleum and coal	73	1.8	10,960	1.0	17	23.3	31	42.5	13	17.8	12	16.4
Rubber products	28	.7	10,482	.9	5	17.9	15	53.5	5	17.9	3	10.7
Leather and leather products	77	1.8	23,396	2.1	18	23.4	37	48.0	8	10.4	14	18.2
Stone, clay, and glass products	115	2.8	17,678	1.6	27	23.5	56	48.7	9	7.8	23	20.0
Iron and steel and their products	758	18.3	254,399	22.6	233	30.7	381	50.3	68	9.0	76	10.0
Nonferrous metals and their products	116	2.8	33,524	3.0	45	38.8	55	47.4	5	4.3	11	9.5
Machinery (except electrical)	434	10.4	100,455	8.9	154	35.5	187	43.1	35	8.1	58	13.3
Electrical machinery	159	3.8	37,727	3.3	44	27.7	86	54.1	16	10.0	13	8.2
Transportation equipment	366	8.8	291,988	25.9	112	30.6	145	39.6	57	15.6	52	14.2
Aircraft and parts	181	4.4	157,973	14.0	55	30.4	75	41.4	33	18.2	18	10.0
Automotive equipment and parts	49	1.2	15,420	1.4	8	16.3	26	53.1	5	10.2	10	20.4
Ship and boat building and repairing	127	3.0	114,349	10.1	48	37.8	37	29.1	18	14.2	24	18.9
Other	9	.2	4,246	.4	1	11.1	7	77.8	1	11.1	0	0
Miscellaneous manufacturing	96	2.3	18,549	1.6	34	35.4	50	52.1	2	2.1	10	10.4

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

Table 13.—Number of elections and pay-roll checks and number of valid votes cast during the fiscal year 1943, by industry—Continued

Industrial group	Elections and pay-roll checks		Valid votes cast		Winner							
					A. F. of L.		C. I. O.		Unaffiliated		No union	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture and forestry	7	0.2	567	0.1	3	42.9	3	42.9	0	0	1	14.2
Mining	204	4.9	29,731	2.6	36	17.7	121	59.3	18	8.8	29	14.2
Metal mining	125	3.0	23,403	2.1	25	20.0	83	66.4	8	6.4	9	7.2
Coal mining	22	.5	1,288	.1	2	9.1	7	31.8	6	27.3	7	31.8
Crude petroleum and natural gas production	15	.4	1,229	.1	0	0	12	80.0	1	6.7	2	13.3
Nonmetallic mining and quarrying	42	1.0	3,811	.3	9	21.4	19	45.2	3	7.2	11	26.2
Construction	13	.3	1,573	.1	12	92.3	1	7.7	0	0	0	0
Wholesale trade	102	2.5	7,551	.7	27	26.5	49	48.0	3	2.9	23	22.6
Retail trade	56	1.3	6,565	.6	15	26.8	23	41.1	0	0	18	32.1
Finance, insurance, and real estate	47	1.1	5,454	.5	24	51.1	13	27.6	3	6.4	7	14.9
Transportation, communication, and other public utilities	356	8.6	50,453	4.5	185	52.0	87	24.4	46	12.9	38	10.7
Highway passenger transportation	23	.6	2,783	.2	14	60.9	2	8.7	3	13.0	4	17.4
Highway freight transportation	29	.7	606	.1	15	51.7	4	13.8	1	3.5	9	31.0
Water transportation	43	1.0	2,835	.2	18	41.9	17	39.5	4	9.3	4	9.3
Warehousing and storage	30	.7	1,205	.1	10	33.3	16	53.3	2	6.7	2	6.7
Other transportation	23	.6	5,602	.5	16	69.6	3	13.0	3	13.0	1	4.4
Communication	59	1.4	7,455	.7	46	77.9	4	6.8	4	6.8	5	8.5
Heat, light, power, water and sanitary services	149	3.6	29,967	2.7	66	44.3	41	27.5	29	19.5	13	8.7
Services	61	1.5	4,259	.4	16	26.3	33	54.1	6	9.8	6	9.8

APPENDIX B

LIST OF CASES HEARD DURING THE FISCAL YEAR 1943

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

APPENDIX B

CASES HEARD DURING THE FISCAL YEAR 1943

I. Unfair Labor Practice Cases

Accurate Tool Co., The.
Ace Sample Card Co.
Acme Breweries and California State Brewers Institute.
Alabama Fuel & Iron Co.
American Bakeries Co.
American Bread Co.
American Laundry Machine Co.
American Linen Service Co. and American Laundries, Inc.
American National Bank
American Pearl Button Co.
American Rolbal Corp.
American Smelting & Refining Co.
Anchor Serum Co.
Appalachian Electric Power Co.
Arden, Elizabeth, Inc.
Armour & Co.
Armour & Co. of Delaware.
Armstrong Furnace Co.
Automatic Screw Machine Co.

Ballentine Packing Co.
Bardon of Hollywood, S. S. Slate, d/b/a.
Bell & Howell Co.
Bennett Box Co.
Berko Malted Milk Co., Inc.
Berlin Chapman Co.
Bigelow, E., Tile Co.
Blatt, M. E., Co.
Bolton Mfg. Co., The.
Bona Allen, Inc.
Bowen Motor Coaches.
Brezner Tanning Co., Inc.
Brown-Brockmeyer Co.
Brown & Root, Bellows, W. S. and Columbia Construction Co.
Brownsville Shipbuilding Corp.
Budd Wheel Co.
Burton-Dixie Corp.

Camp, S. H. & Co.
Cape County Milling Co.
Capitol Automatic Music Co., Inc.
Capitol Greyhound Lines of Indiana, Inc.
Capitol Paper Box Co., Inc.
Carson, L. R., Inc.
Carter Carburetor Corp.
Carter, J. W., Co.
Central Dispensary and Emergency Hospital.
Central Steel & Tube Co.
Century Cement Co., The & Snyder, A. J. Lime Co.
Century Oxford, Inc.
Century Projector Corp.
Chicago Flexible Shaft Co.
Chicago Metal & Mfg. Co.
Chicago Steel Foundry Co.
Christy, George, A., & Son.
Cincinnati Chemical Works, Inc.
Clemson Bros., Inc.
Clinchfield Coal Corp.
Clinton Woolen Mfg. Co.
Coca-Cola Bottling Works.
Coca-Cola Bottling Co., Bireleys Beverage Co.
Colonial Curtain Mfg. Co.
Colonial Mfg. Co.
Columbia Products Corp.
Columbian Carbon Co.
Concordia Creamery Co.
Concordia Ice Co., Inc.
Consolidated Aircraft Corp.
Converse Bridge & Steel Co.
Country Club Frocks, Inc., and Ulman, Max, Inc.
Corn Products Refining Co.
Consolidated Aircraft Corp. Plant No. 3, Fort Worth Division.

Cordiano Can Co., Inc.
Crisfield Packing Co.
Crow Bar Coal Co.
Crowley, Milner & Co.
Curtiss, J. G., Leather Co.

Dallas Tank & Welding Co., Inc.
Davis-Big Chief Mining Co., a Corp.
DeNobili Cigar Co., Inc.
Denver Tent & Awning Co., The
Disney, Walt, Productions, Inc.
Douglas Aircraft Co., Inc.
Draper Corp., The
Drexel Furniture Co.
Dryden, Carol, & Co.
Duncan Foundry & Machine Works, Inc.
duPont, E. I., deNemours & Co.
Dwight Mfg. Co., Inc.

Eagle Poultry Co.
Eastern Supply Co.
East Texas Motor Freight Lines.
Elastic Stop Nut Corp.
Enderlein Iron Foundry, Enderlein, Harry G., Inc.
Ertel Machine Co.
Essex Rubber Co., Inc.
Eugene Fruit Growers Assn.
Evans Wallower Zinc, Inc., a corporation, Evans Wallower Lead Co.
Everglades Paper Co., Jacksonville Paper Co.
Ever Ready Label Corp.

Fairmont Creamery Co.
Famous-Barr Co., May Department Stores, a corporation, d/b/a.
Fargo Foundry Co.
Federal Bearings Co., Inc., and its affiliate or subsidiary, Schatz Mfg. Co.
Federal Screw Works.
Fickett-Brown Mfg. Co., Inc.
Field Packing Co.
Fine Art Novelty Corp.
Firemen's Insurance Co.
Fish Net & Twine Co.
Fitzpatrick & Weller, Inc.
Florence Stove Co.
Ford Motor Co.
France Foundry & Machine Co., The.
Freedman, S. & Sons, Idaho Traffic Assn., Meyer Friedman and Arthur E. Friedman, copartners d/b/a.
Frigo Bros. Cheese Co.

G. M. Co. Mfg. Co., Inc.
Garod Radio Corp.
Gaspari, J. & Co., Inc.
Gatke Corp.
General Electric X-Ray Corp.
General Motors Corp., Allison Division.
General Motors Corp., Frigidaire Division of.
General Petroleum Corp. of California.
General Ship & Engine Works.
Gerstenslager Body Co.
Gilfillan Bros., Inc.
Glamorgan Pipe & Foundry Co.
Glatfelter, P. H., Paper Co.
Glen Alden Coal Co.
Glove Instrument Co., Inc.
Gluck Bros. Co., Inc.
Gluek Brewing Co. and Bach Transfer & Storage Co.
Granite City Steel Co.
Green Colonial Furnace Co.
Greenville Steel Car Co.
Greer, J. W., Co., Inc.
Grenada Industries, Inc.
Grieder Machine Tool & Die Co.

Hagerstown Broadcasting Co., The.
Handy, John T., & Co.
Hanover Shirt Co., Inc.
Harkins, J. W., J. W. Harkins Wholesale Co.
Harland, John H., Co.
Harp, O. G., Poultry & Egg Co.
Haynes Milling Co., Inc.
Heat Transfer Products, Inc.
Heckman Bldg. Products Co., RR & V. D. Heck. d/b/a.
Hickman, Herman H. & Son.
Hickman & Sterling.
Hill, H. G., Stores, Inc.

Hill Independent Mfg. Co.
Hillman's Inc.
Holden Brothers, Inc., and Idaho Traffic Assn.
Holtville Ice & Storage Co., Associated Farmers of California.
Horton Wiping Materials Co., Inc.
Howe Scale Co.
Howeth, Charles, & Bros.
Humble Oil & Refining Co.

Idaho Falls Bonded Warehouse and Idaho Traffic Assn.
Idaho Falls Potato Growers Assn. and Idaho Traffic Assn.
Idaho Refining Co.
Industrial Cotton Mills Co.
Industrial Life & Health Ins. Co.
International Textile Co.
Interstate Folding Box Co.
Interstate Mechanical Laboratories Inc.
Iowa Electric Co.
Irving Air Chute Co., Inc.
Irwin Auger Bit Co.

Jasper Cabinet Co.
Jasper Chair Co.
Jenkins Bros.
Johnson Bronze Co.
Johnson, E. F., Co.
Judson Mills.
Jupiter Steamship Co.

Kaiser Co., Inc., Vancouver, Wash.
Kaiser Co., Inc., Portland, Oreg.
Kansas City Public Service Co.
Kaplan Bros.
Kentucky Tennessee Clay Co.
Kiekhaefer Corp.
Kilgore Mfg. Co.
Kohen-Ligon-Folz, Inc.

Laister-Kauffmann Aircraft Corp.
Lankford, Morris, Co.
Landis Tool Co.
Larkin Coils, Inc.
Lawrence, A. C., Leather Co.
Lawson, I. W., & Co.
Leatherwear Co., Inc.
Lectrolite Mfg. Co., The.
Leland-Gifford Co.
Leslie County Lumber Co.
Liberty Boiler & Tank Co.
Life Insurance Co. of Virginia, The.
Lincoln Tanning Co.
Lindstrom Hatcheries.
Locomotive Finished Material Co.
Lone Star Gas Co.
Lockerman, Inc.

Machinery Builders, Inc.
Marshall, Andrew, or Edwin M. Plitt Co.
Marshall, Walter Spinning Corp. of Rhode Island.
Martin-Nebraska, Glenn L., Co., The.
Maryland Paper Products Co., Maryland Match Co., Division of.
Meisel Press Mfg. Co.
Merrill Stevens Drydock & Repair Co.
Merrimack Mfg. Co.
Michie, Andrew Y., Sons, Inc.
Milbourne Oyster Co.
Miles Sea Food Co.
Mitompkin Bay Oyster Co.
Modern Welding Co., Barnard, John G., d/b/a.
Montag Brothers, Inc.
Monumental Life Insurance Co.

N & W Overall Mfg. Co.
National Container Corp.
National Laundry Inc.
National Screw & Mfg. Co.
National Seal Co., The.
National Silver Co., Inc.
National Tool Co.
New Jersey Worsted Co.
Newport News Shipbuilding & Drydock Co.
Norwich Knitting Co.

Ohio Crankshaft, Inc.
Ohio Public Service Co. Lorain Division.
Ohio Tool Co.
Oklahoma Transportation Co.
Old Colony Mfg. Co.

Onan, D. W., & Sons.
O'Neil, J. E., Warehouse.
Oregon Shipbuilding Corp.
Ottenheimer Bros., Inc.
Overton, S. E. Co.
Owensboro Sewer Pipe Co, The.

Pacific Lumber Co.
Pacific Olive Co.
Palmer Fruit Co.
Pendleton Mfg. Co.
Peyton Packing Co.
Phillips Petroleum Co.
Phillips, T. W., Gas & Oil Co.
Piedmont Shirt Co.
Pinaud, Inc.
Plymouth Finishing Co.
Porcelain Steels, Inc.
Precision Castings Co., Inc.
Public Service Electric & Gas Co.
Pyridium Corp.

Rainier Brewing Co. and California State Brewers Institute.
Ralston Purina Co.
Regal Amber Brewing Co. and California State Brewers Institute.
Regal Knitting Co., Inc.
Republic Aviation Corp.
Revlon Products Corp.
Richfield Oil Corp.
Riggin, Herman & Co.
Roberts & Oake Inc.
Rockwood Alabama Stone Co.
Rodgers Hydraulic Inc.
Ross-Meehan Foundries.
Rufina Central, Jose Ramon Peralta, manager.
Ruppert, Jacob, Inc.

San Francisco Brewing Corp. and California State Brewers Institute.
Schenley Distillers Corp.
Scott Newspaper Syndicate.
Scullin Steel Co.
Seattle Times Co., The.
Semet Solvay Co.
Seren Tool Works.
Shephard-Niles Crane & Hoist Corp.
Sherman Concrete Pipe Co.
Siegel, Henry I., Co.
Simmons Co.
Smith Brothers Mfg. Co.
Snyder Mining Co.
Spalek Engineering Co.
Spicer Mfg. Corp.
Sprague & Henwood Co.
Springfield Machine & Foundry Co.
Standard Oil Co.
Standard Oil Co. of California.
Standard Rice Co., Inc.
Standard Wholesale Co.
Sterling Engine Co.
Sterling, J. Lloyd, & Co.
Sterling & Milbourne.
Stone Baking Co.
Stuart, A. G., and Idaho Traffic Assn.
Superior Lime & Hydrate Co., Inc.
Superior Olive Products Co.
Swift Line Transfer Co.

Tabin Picker & Co.
Tampa Shipbuilding Co., Inc.
Taube, L. S., & Co.
Texas Pipe Line Co.
Thermatemic Carbon Co.
Thompson Aircraft Product Co.
Thompson Products, Inc., Cleveland, Ohio.
Thompson Products, Inc., Bell, Calif.
Time, Inc.
Tomasello, Antonio.
Trent Broadcasting Corp.
Tull & Riggin.

Union Bus Co.
Union Gas System Inc.
U. S. Cartridge Co., The.
U. S. Plywood Corp.
United Steel Fabricators Inc.
Univis Lens Co.
Upper Snake River Valley Dairymen's Assn.

Van Camp's Holland Dutch Bakers.
Vinton Produce Co.

Volco Brass & Copper Co., Inc.
Vulcan Copper & Supply Co.

Wallace Corp., The Thompson, B. E., d/b/a.
Wapakoneta Machine Co.
Waples-Platter Co., Inc.
Ward Baking Co.
Ward, W. E.
Ward, Z., & Son.
Wayne Works.
Weiss & Geller Inc.
Welman, S. K., Co., Plant 2.
Western Cartridge Co.
Western Land Roller Co.
West Texas Utilities Co.
Westinghouse Electric & Mfg. Co.
Wico Electric Co.
Wilson, K. R.
Wilson, W. P., and Idaho Traffic Assn.
Williamson Heater Co., The.
Windsor Coal Co.
Wolverine Shoe & Tanning Corp.
Worthington Creamery & Produce Co.
Wright Aeronautical Corp., Lockland, Ohio.
Wright Aeronautical Corp., Paterson, N. J.

X-L Brass Mfg. Co.

Yellow Truck & Coach Mfg. Co.
Yoder Co., The.

II. Representation Cases

Aalfs-Baker Co.
Abell, A. S., Co., The.
Abraham Brothers Packing Co.
Ace Finishing Co., Inc.
Acme, Inc., The.
Acme Wire & Iron Works.
Active Tool & Mfg. Co.
Aero Supply Mfg. Co., Inc.
Aero Tool Co.
Agnew, S. W., Lumber Co., S. A. Agnew d/b/a.
Air Reduction Sales Co., Blue Island, Ill.
Air Reduction Sales Co., East Chicago, Ind.
Alabama Pipe Co.
Allied Chemical & Dye Corp., Edgewater, N. J.
Allied Chemical & Dye Corp., Barrett Division, Peoria, Ill.
Allis-Chalmers Mfg. Co., Norwood, Ohio.
Allis-Chalmers Mfg. Co., Greenfield and West Allis, Wis.
Allis Chalmers Mfg. Co., Springfield, Ill.
Allis Chalmers Mfg. Co., La Crosse, Wis.
All-Steel Equip. Co.
Aluminum Co. of America, Maspeth, Long Island.
Aluminum Co. of America, Detroit, Mich.
Aluminum Co. of America, Newark, Ohio.
Aluminum Co. of America, Alcoa, Tenn.
Aluminum Co. of America, Lafayette, Ind.
Aluminum Co. of America, Troutdale, Oreg.
Aluminum Co. of America, Vancouver, Wash.
Aluminum Co. of America, Mead, Wash.
Aluminum Co. of America, Aluminum Ore Co., subsidiary of, Bauxite, Ark.
Aluminum Ore Co., Rosiclare, Ill.
American Agricultural Chemical Co.
American Armament Corp.
American Brake Shoe & Foundry Co.
American Brass Co.
American Broach and Machine Co.
American Can Co., Southern New Orleans Factory.
American Cyanamid Corp., Newark Plant, Calco Ch. Co., Division of.
American Cyanamid & Chemical Corp., Joliet, Ill.

American Cyanamid & Chemical Corp., West Bauxite, Ark.
American Cyanamid & Chemical Corp., Ozark, Ark.
American Extract Co.
American Finishing Co.
American Flours, Inc.
American Forge Co.
American Foundry & Machine Co.
American Granite Co.
American Laundry Machinery Co.
American Lead Corp.
American Lead & Zinc Co., American Zinc Lead & Smelting Co.
American Locomotive Co.
American Machine & Foundry Co.
American Marsh Pumps, Inc.
American Oil Co.
American Propeller Corp.
American Radiator & Standard Sanitary Mfg.
American Seating Co.
American Smelting & Refining Co., El Paso, Tex.
American Smelting & Refining Co., Selby, Calif.
American Smelting & Refining Co., Hayden, Ariz.
American Spectacle Co.
American Steel Foundries, Granite City, Ill.
American Steel Foundries, East St. Louis, Ill.
American Steel & Wire Co.
American Tobacco Co.
American Woolen Co. National & Providence Mill.
American Zinc.
Amos-Thompson Corp.
Anderson-Tully Lumber Co.
Angel Novelty Co.
Antrim Iron Co.
Arco Crown Cork & Cap Co., Inc.
Arkansas Fuel Oil Co.
Armour & Co., North Fort Worth, Tex.
Armour & Co., Kansas City, Kans.
Armour & Co., Omaha, Nebr.
Armour & Co., Grand Forks, N. Dak.
Armour & Co. of Delaware.
Armour & Co. of Delaware, Armour Leather Co.
Armour Creameries, Louisville, Ky.
Armour Creameries, Rochester, Ind.
Armour Fertilizer Works, Birmingham, Ala.
Armour Fertilizer Works, Columbia, Tenn.
Armstrong-Blum Mfg. Co.
Arthur, Howard, Mills.
Arvey Corp.
Associated Press, The.
Associated Shipbuilders, Puget Sound Bridge & Dredging Co. and Lake Union Dry Dock & Machine Works, d/b/a.
Atkins, E. C., & Co.
Atlantic Waste Paper Co., Inc.
Atlas Drop Forge Co.
Atlas Imperial Diesel Engine Co.
Atlas Powder Co., Zapon Division.
Auburn Spark Plug Co., Inc.
Automatic Button Co.
Avey Drilling Machine Co.
Aviation Corp., The Republic Aircraft Products Division.
Aviation Corp.
Avion Products, Inc.
Awrey Bakeries, et al.

B. B. Crystal Co., Leon Brozen and Prosper Brozen.
Baer Brothers, New York, N. Y.
Baer Brothers, Stamford, Conn.
Baer, Weisberg, Co.
Baird Machine Co.
Bakewell Mfg. Co.
Barker Bros. Corp.
Basic Magnesium, Inc., Las Vegas, Nev.
Basic Magnesium, Inc., Luming, Nev.
Basic Refractories, Inc.
Bath, John, & Co.
Bell, Edwin, Co., The
Bell & Howell Co.
Bemis Bag Co.

Bendix Aviation Corp., Friez, Julian P., & Sons, Division of
Bendix Aviation Corp., Owosso, Mich.
Bendix Aviation Corp., South Bend, Ind.
Bentley, E. J., & Co., Inc.
Bergen Point Iron Works.
Berg, Jalmer.
Berkey & Gay Furniture Co.
Berry Asphalt Co.
Bersted Mfg. Co.
Besly, Charles H., & Co.
Bethlehem Fairfield Shipyard, Inc.
Bethlehem Globe Publishing Co., Plain Dealer Publishing Co., Inc.
Bethlehem Hingham Shipyard, Inc.
Bethlehem Steel Co., East Boston, Mass.
Bethlehem Steel Co., Staten Island, N. Y.
Bethlehem Steel Corp., Lackawanna, N. Y.
Bethlehem Steel Co., Shipbuilding Division, Baltimore, Md.
Bethlehem Steel Co., Johnstown, Pa.
Bethlehem Steel Co., Vernon, Calif.
Bethlehem Sparrows Point Shipbuilding, Inc.
Bi-Rite Hats.
Birmingham Gas Co.
Bison Castings, Inc.
Black and Decker Electric Co.
Blaw-Knox Co., Martins Ferry Division.
Bliss Properties, Park Road Co., Inc., Bliss, Arthur L., and Shea, James McD.
Blue Ribbon Lines.
Blumberg, D., & Son.
Boardman Co., The.
Bob-Lo Excursion Co.
Boeing Aircraft Co.
Bohn Aluminum & Brass Corp.
Bonanza Mines, Inc.
Bonney-Floyd Co.
Borg Warner Corp.
Borg Warner Corp., Ingersoll Steel & Disc Division.
Borman Sportswear, Inc.
Boston Edison Co.
Boston Herald-Traveler Corp.
Boswell, J. G., Co.
Bourne Mills.
Bovaird & Seyfang Mfg. Co.
Brandeis, J. L., & Sons—"Boston Store."
Brandeis, J. L., & Sons Co.
Breese Brothers.
Brenizer Trucking Co., et al., and Brenizer, Warren F., & Co.
Brandon Corp., Main Plant.
Brewster-Ideal Chocolate Co.
Bridgeport Brass Ordnance Plant.
Briggs Indiana Corp.
Briggs Mfg. Co.
Bristol Steel & Iron Works.
Broad River Millls.
Brockton Gas Light Co.
Brown-Hutchinson Iron Works.
Brown Paper Mill Co.
Brown Shoe Co.
Buckeye Steel Casting Co.
Buffalo Arms Corp.
Buffalo Foundry & Machine Co.
Buffalo Niagara Electric Corp.
Buffalo Weaving & Belting Co.
Burkhartsmeiter, Daniel, Cooperage Co.
Burley Clay Products Co.
Burlington Dyeing & Finishing Co., Plant G.
Burlington Mills, Inc.
Burns, William J., International Detective Agency, Inc.
Burns, William J., International Detective Agency, Inc. (Jackson Bumper Division of Houdaille-Hershey Corp.).
Burrows, George R., Inc., Geo. L. Madden, receiver of.
Burt Foundry Co., The.
Burton-Dixie Corp.
Bushey, Ira S., Sons, Inc.
Byron, W. D., & Sons of Maryland, Inc.

C & W Tool & Engineering Corp.
Caesar Mfg., Inc.
California Central Fibre Corp.
California Electric Power Co.
California Packing Corp.

Campbell Soup Co.
Campbell Transportation Co.
Cambria Clay Products Co., Glaze Plant.
Cambria Clay Products Co.
Cannon Mfg. Corp., and Cannon Electrical Development Co.
Canonsburg Steel & Iron Co.
Capitol-Barg Dry Cleaning Co., The
Carborundum Co., The, Globar Division.
Carlisle Co.
Carolina Container Co.
Carrier Corp.
Carter, J. W., Co.
Carter Machine Co.
Case, J. I., Co.
Casey Boat Building Co., Inc.
Caterpillar Tractor Co.
Cattie, Joseph P., & Bros.
Celotex Corp.
Central Boca Chica-Wirsching & Co., Sociadad en Comandita, d/b/a.
Central Dispensary and Emergency Hospital.
Central Foundry Co.
Central Maine Power Co., Western Division.
Central Mercedita, Serralles, Sucesion J.
Central Pattern & Foundry Co.
Central Ohio Light & Power Co.
Century Metalcraft Mfg. Corp.
Certain-Teed Products Corp., Amarillo, Tex.
Certain-Teed Products Corp., St. Francis, Tex.
Chal-Bro., Inc., and Fur-All Paint Products Co.
Champion Machine & Forging Co.
Champlin Refining Co.
Charlton Furniture Co.
Chase Brass & Copper Co., Waterville, Conn.
Chase Brass & Copper Co., Inc., Euclid, Ohio.
Chemical Construction Corp.
Cherry Burrell Corp.
Cherry Rivet Co.
Chesapeake Corp.
Chesapeake Corp. of Virginia.
Chicago Copper & Chemical Co.
Chicago District Electric Generating Corp.
Chicago Metal Mfg. Co.
Chicago Molded Products Corp.
Chicago Pneumatic Tool Co.
Chicago Rotoprint Co.
Chicago Screw Co.
Chicago Sun, The.
Chic Bag Co.
Chillicothe Paper Co.
Chrysler Corp., Detroit, Mich.
Chrysler Corp., Plymouth Plant, Detroit, Mich.
Chrysler Corp., Marysville, Mich.
Chrysler Corp., Evansville, Ind.
Chrysler Corp., De Soto Plant, Detroit, Mich.
Chrysler Corp., Dearborn, Mich.
Cincinnati Bickford Tool Co.
Cincinnati Chemical Works, Inc.
City National Bank & Trust Co. of Chicago.
City Welding & Machine Co.
Clearing Machine Corp.
Cleveland Container Co., Plant No. 2.
Cleveland Electric Illuminating Co.
Clock, W. H.
Cobbs & Mitchell.
Coca-Cola Bottling Co., Barnabucci, John, d/b/a.
Coggins Granite & Marble, Inc.
Coleman Furniture Corp.
Collins Radio Co.
Collis Co., The.
Colonial Press, The, Inc.
Colorado Fuel & Iron Corp., The.
Colorado Milling & Elevator, The.
Colorado Portland Cement Co.
Columbia Broadcasting System, Inc.
Columbia Carbon Co.
Columbia Pictures Corp., San Francisco, Calif.
Columbia Pictures Corp., Hollywood, Calif.
Columbia Metal, Inc.
Columbus Iron Works Co.

Columbus-McKinnon Chain Corp.
Combustion Engineering Co., Inc.
Commercial Solvents Corp.
Condenser Corp. of America.
Connor Lumber & Land Co.
Conro Mfg. Co.
Consolidated Aircraft Corp., Fort Worth, Tex.
Consolidated Aircraft Corp., San Diego, Calif.
Consolidated Aircraft Corp., Tucson, Ariz.
Consolidated Chemical Industries, Inc.
Consolidated Coppermine Corp.
Consolidated Film Industries, Inc.
Consolidated Steel Corp., Ltd.
Container Corp. of America.
Continental Can Co., Seattle, Wash.
Continental Can Co., Wheeling, W. Va.
Continental Gin Co.
Continental Roll & Steel Foundry Co.
Cook, A. D., Inc.
Cook Waste Paper Co.
Cooper, Peter, Corp., U. S. Glue and U. S. Gelatin.
Corbitt Co., The.
Corcoran Metal Products Corp.
Cornell-Dubilier Corp.
Corson Mfg. Co.
Cosby Hodges Milling Co.
Court Square Press, Inc.
Cramp Shipbuilding Co.
Crane Paper Stock Co.
Craddock-Terry Shoe Corp.
Creiner & Brumberg.
Crucible Steel of America and Crucible Fuel Co., subsidiary.
Crucible Steel Co. of America.
Cullen-Friestedt Co.
Curtiss-Wright Corp., Clifton & Caldwell, New Jersey.
Curtiss-Wright Corp., Louisville, Ky.
Curtiss-Wright Corp., Tonawanda, N. Y.

Darbyshire-Harvie Iron & Machine Co.
Davenport Machine & Foundry Co.
Davis & Furber Machine Co.
Dayton Power & Light Co.
Day & Zimmermann, Inc.
Dean Hill Pump Co.
Decatur Coffin Co.
Decatur Iron & Steel Co., Shipbuilding Division.
Decatur Iron & Steel Co.
Dedman Foundry & Machine Co.
Deere & Co., Deere, John, Harvester Works.
Deere & Co., Deere, John, Spreader Works.
Deere, John, Manseur Works.
Deere, John, Tractor Co., & Iowa Transmission Co.
Deere, John, Plow Works of Deere & Co.
Deere, John, Union Malleable Works
De Laval Separator Co.
de Sanno, A. P., & Son, Inc.
Del Monte Properties Co.
DeSoto Paint & Varnish Co.
Detroit Edison Co.
Detroit Incinerator Co.
Detroit Michigan Stove Co.
Detrola Corp.
Diamond Magnesium Co.
Dierks Lumber & Coal Co.
Display Associates.
Donner-Hanna Coke Corp.
Dooley's Basin & Dry Dock, Inc.
Dorris Lumber & Moulding Co.
Douglas Aircraft Co., Park Ridge, Ill.
Douglas Aircraft Co., Inc., Tulsa, Okla.
Douglas Aircraft Corp., El Segunda, Calif.
Douglas Aircraft Co., Inc., Vernon, Calif.
Draper Co.
Draper Corp.
Dravo Corp.
Dreis & Krumf Mfg. Co.
Drewrys Limited, U. S. A., Inc.
Driver, Wilbur B., Co.
Duff-Norton Mfg. Co.
Dumont, Allen B., Laboratories, Inc.
Dunean Mills.

duPont, E. I. de Nemours & Co., Charlestown, Ind.
duPont, E. I. de Nemours & Co., Seneca, Ill.
Durez Plastics & Chemical Inc.
Dutton, C. H. Co.
Dwight Mfg. Co.

Eagle Iron Works
Eagle & Phenix Mills.
Easy Washing Machine Corp.
Eclipse Lawn Mower Co.
Edison General Electric Appliance Co.
Edison, Thomas A., Inc.
Ehret Magnesia Mfg. Co.
Eicor, Inc., Oglesby, Ill.
Eicor, Inc., Chicago, Ill.
Eisenberg A., & Bro.
Elberton Granite Industries.
Electric Auto-Lite Co.
Electric Auto Lite Toledo Tank Depot.
Electric Boat Co.
Electric Household Utilities Corp.
Electric Vacuum Cleaner Co.
Electro Auto-Lite Co., Buckeye Bumper Division.
Electro-Chemical Co.
Electro Metallurgical Co., Alloy Alby, W. Va.
Electro Metallurgical Co., Duluth, Minn.
Elkland Leather Co., Inc.
El Paso Electric Co.
Emge & Sons, et al.
Empire Pipeline Co.
Emsco Derrick & Equipment Co.
Endicott Johnson Corp.
Enterprise Galvanizing Co.
Enterprise Wheel & Car Corp.
Equitable Powder Mfg. Co.
Equity Oil Co.
Erie City Iron Works.
Eugene Fruit Growers Assn., Junction City, Oreg.
Eugene Fruit Growers Assn., Eugene, Oreg.
Evans Product Co.
Ewald Iron Co.
Ewauna Box Co.
Excelsior Tool & Machine Co.
Extruded Metals Defense Corp.

Fairbanks Co.
Fairchild Engine & Airplane Corp.
Fafnir Bearing Co.
Fairmont Creamery Co., New Haven, Conn.
Fairmount Creamery Co., Omaha, Nebr.
Fairmount Creamery Co., Crete, Nebr.
Fairmont Creamery Co., Moorehead, Minn.
Famous-Barr Co., May Department Stores Co., The, d/b/a.
Farrar & Trefts, Inc.
Federal Cartridge Corp.
Federal Engineering Co.
Federal Iron & Metal Co.
Federal Motor Truck Co.
Federal Scientific Instrument Corp.
Federal Telephone & Radio Corp.
Fellows Gear Shaper Co., The.
Fentress Coal & Coke Co.
Fickett-Brown Mfg. Co.
Filer Fiber Co.
Firestone Tire & Rubber Co.
Fitzhugh, Wm. W., Co., Inc.
Fitzpatrick & Weller, Inc.
Flint Mfg. Co.
Flintkote Co., The, Meridian, Miss.
Flintkote Co., Vernon, Calif.
Florida Machine & Foundry Co.
Florida Publishing Corp.
Ford Motor Co., Dearborn Plant.
Ford Motor Co., Highland Park Plant.
Ford Motor Co., River Rouge Plant.
Ford Motor Co., Willow Run Bomber Plant.
Ford Motor Co., Lincoln Plant.
Ford Motor Co., Detroit, Mich.
Ford Motor Co., Chicago, Ill.
Forest City Publishing Co., The.
Fort Pitt Malleable Iron Co.
Foster Boat Co.
Foster Wheeler Corp.
Foote-Burt Co., The.
France Stone Co.

Frank Foundries Corp.
Fraser Brace Engineering Co., Inc.
Frazer Mining Co., Frazer, J. S., owner.
Freeman, H., & Son, Inc.
Fruehauf Trailer Co.

G. W. Electric Specialty Co.
Gair, Robert, Co., Inc., Tonawanda Boxboards Division.
Garden City Planting & Mfg. Co.
Gardner-Denver Co.
Garfield Refractories Co., Robinson Plant.
Gastonia Weaving Co., Inc.
Gelatin Products Co.
General Aircraft Corp.
General Cable Corp., Bayonne, N. J.
General Cable Corp., Rome, N. Y.
General Cable Corp., Buffalo, N. Y.
General Chemical Co., Edgewater, N. J.
General Chemical Co., Cleveland, Ohio.
General Chemical Co., Point Pleasant, W. Va.
General Chemical Co., Jamestown, Colo.
General Electric Co., Pittsfield, Mass.
General Electric Co., Taunton, Mass.
General Electric Co., Everett and Lynn, Mass.
General Electric Co., Schenectady, N. Y.
General Electric Co., Kokomo Plant of the Fort Wayne Works.
General Electric Co., Fort Wayne, Ind.
General Motors Corp., Eastern Aircraft, Linden, N. J.
General Motors Corp., Delco Appliance Works Division, Rochester, N. Y.
General Motors Corp., Eastern Aircraft, Trenton, N. J.
General Motors, Diesel Engine Division, Detroit, Mich.
General Motors Corp., Frigidaire Division, Dayton, Ohio.
General Motors Corp., Chevrolet Comm. Bodies Division, Indianapolis, Ind.
General Motors Co., Oldsmobile Division, Kansas City, Mo.
General Petroleum Corp. of California.
General Properties, Inc., Surface Combustion Division.
General Ship & Engine Works, et al.
General Smelting Co.
General Time Instrument Corp., Thomaston, Conn.
General Time Instruments Corp., Westclox Division, Peru, Ill.
Gerity-Adrian Mfg. Corp.
Gibson Refrigerator Co.
Gilbert & Bennett Mfg. Co.
Glamorgan Pipe & Foundry Co.
Glen Alden Coal Co.
Globe Forge Foundries, Inc.
Gloria Hat Co.
Gluck Brothers Furniture Co., Inc.
Gluck Bros., Inc.
Godchaux Sugars, Inc.
Goodall Co.
Goodrich, B. F., Co., Louisville, Ky.
Goodrich, B. F., Co., Chicago, Ill.
Goodrich, B. F., Co., Texarkana, Bowie City, Tex.
Goodyear Aircraft Corp., The.
Graver Tank & Mfg. Co.
Great Atlantic & Pacific Tea Co.
Great Lakes Carbon Corp.
Green, Jack.
Greenebaum, J., Tanning Co.
Greenberg Bros.
Greenport Basin & Construction Co., Inc.
Grieder Machine Tool & Die Co.
Grosset & Dunlap, Inc.
Grower-Shipper Vegetable Assn. of Central California, et al.
Gulf Oil Corp., Port Arthur Refinery.
Gutmann & Co.

H. S. Shoe Corp.
Hall, E. B., & Co.
Hall-Tate Mfg. Co.
Hall, W. F., Printing Co.
Hammermill Paper Co.
Hammond, G. H., Co.
Hamrick Mills.
Hansell Elcock Co.

Harbison-Walker Refractories Co., Barrett, W. Va.
Harbison - Walker Refractories Co., Chester, Pa.
Harbison-Walker Refractories Co., East Chicago, Ind.
Harbison-Walker Refractories Co., Lower Woodland Plant, Mineral Springs, Pa.
Harbison-Walker Refractories Co., Plant No. 1, Clearfield, Pa.
Harbison-Walker Refractories Co., Plant No. 2, Clearfield, Pa.
Harbison-Walker Refactories Co., Retort, Pa.
Harbison-Walker Refractories Co., Vandalia, Mo.
Harbison-Walker Refractories Co., Wallacetown, Pa.
Hardsoog Wonder Drill Co.
Harris, Arthur, Co., and A. J. Harris, d/b/a.
Harris Metal Products, Inc.
Harrisburg Steel Corp.
Hartung, F. L., Co.
Hat, W. J.
Haven-Busch Co., and J. H. Haven and Busch, Geo., Barkley Body Works, d/b/a.
Hayward Optical Glass Co.
Hazel Atlas Glass Co., The.
Hazard-Jenkins Lines Inc.
Hazelton Brick Co.
Heinz, H. J., Co.
Hekman Furniture Co.
Helena Rubenstein, Inc., et al.
Heljack Co.
Hendrick Mfg. Co.
Hendy, Joshua, Iron Works.
Henrietta Mills, Caroleen Plant.
Henry Hat Co.
Hertzberg, H., & Son, Inc.
Higgins-Tucker Motor Co., Inc.
Highland Body Mfg. Co.
High Standard Mfg. Co., Inc.
Hill Bros. Veneer Co.
Hillside Fluorspar Co., Keystone Mine.
Holtzer-Cabot Electric Co.
Hoosac Mills Corp.
Hoosier Lamp & Stamping Corp.
Hoosier Panel Co.
Hopkins, J. L., Co., Inc.
Houston Shipbuilding Corp.
Houdaille-Hershey Corp.
Howard Aircraft Corp.
Howe Scale Co.
Hubbard & Co., Beall Tool Division of.
Hudson, J. L., Co., The.
Hudson Motor Car Co., Hudson Jefferson Plant, Hudson Naval Ordnance Plant, Detroit, Mich.
Hudson Motor Car Co., Detroit, Mich.
Hughes Aircraft Corp.
Hughes Tool Co.
Hulburd, Warren & Chandler.
Humble Oil & Refining Co.
Humiston Keeling & Co.
Hunt-Spiller Mfg. Corp.
Hutchinson Foundry & Steel Co.
Huttig Mfg. Co.
Hydraulic Press Brick Co.

I T E Circuit Breaker Co.
Idaho Potato Growers, Inc.
Ideal Metal Co.
Illinois Commercial Telephone Co.
Indiana Desk Co.
Indianapolis Power & Light Co.
Indianapolis Water Co.
Industrial War Products.
Inland Container Corp.
Innis Speiden & Co., Isco Chemical Division.
Inspiration Copper Co.
Inspiration Consolidated Copper Co.
Intercontinent Aircraft Corp.
International Detective Agency.
International Engineering Works, Inc.
International Harvester Co., Springfield, Ohio.
International Harvester Co., Wisconsin Steel Works.
International Harvester Co., McCormick Works.
International Harvester Co., Bettendorf, La.

International Shoe Co., Wood River Tanneries.
International Steel Co.
Inter-State Iron Co.
Iowa Electric Light & Power Co.
Iowa Packing Co.
Irwin-Pedersen Arms Co.

J-M Service Corp.
Jaeger Watch Co.
Jahn & Ollier Engraving Co.
Jamestown Lounge Co.
Jamestown Metal Equipment Co., Inc.
Jamestown Worsted Mills.
Jasper Office Furniture Co.
Jasper Seating Co.
Jersey City & Lyndhurst Bus Co., Rutherford, N. J.
Jersey City Lyndhurst Bus Co., Guttenberg, N. J.
Johns-Manville Products Corp.
Jones & Laughlin Steel Co., Millville, W. Va.
Jones & Laughlin Steel Corp., Pittsburgh, Pa.
Jones & Laughlin Steel Corp., Cleveland, Ohio.
Joubert Cie, Inc.
Joys Bros. Co.

K & B Packing & Provision Co.
K. & K. Hat Co.
Kaiser Co., Inc., Kelso, Calif.
Kaiser Co., Inc., Fontana, Calif.
Kansas City Public Service Co.
Kansas City Star Co., The WDAF Radio Station.
Kaplan, B. D., & Co., Inc.
Kaplan Bros., Kaplan, Max, Kaplan, Jacob, d/b/a.
Kay and Ess Co.
Keene, R. D., Co.
Kelco Co. of San Diego.
Kellburng Mfg. Co., Inc.
Kelly Milling Co.
Kempsmith Machine Co., The.
Kennecott Copper Corp., Hurley, N. Mex.
Kennecott Copper Corp., Ruth and McGill, Nev.
Kennecott Copper Corp., McGill, Nev.
Kennecott Copper Corp., Hayden, Ariz.
Ken-Rad Tube & Lamp Corp., Ken-Rad Transmitting Tube Corp.
Kent-Owens Machine Co.
Kentucky Utilities Co., The.
Kesterson Lumber Corp.
Kidde, Walter, & Co.
Kilburn Mill.
Kilgore Mfg. Co., International Flare-Signal Division.
Kingston Products Corp.
Kinney Iron Works.
Kistler, W. H., Stationery Co.
Knickerbocker Stamping Co.
Knott & Garllus Co.
Koppers Co.
Koppers Co., Minnesota Division of.
Krause, Chas. A., Milling Co.
Kroehler Mfg. Co., Aircraft Parts Mfg. Division.
Kroger Grocery & Bakery Co., The.

Lac Chemicals, Inc.
Lacey Milling Co.
Laclede Steel Co.
Lake Union Dry Dock & Machine Works.
Land O'Lakes Dairy Co.
Lang Co.
Laskin, J., & Sons Corp.
Latonia Refining Corp.
Lehigh Portland Cement Co. and Inland Portland Cement Co.
Lennig, Charles & Co., Inc.
Lennox Furnace Co.
Levy Bros.
Lewis, I., Cigar Mfg. Co.
Lima Locomotive Works, Inc.
Limbert, George, B., & Co.
Lincoln Transit Co.
Lindner Packing & Provision Co.
Link-Belt Speeder Corp.
Lipe Rollway Corp.
Lipp, S., & Korn.
Littleford Bros. Inc.

Little Giant Washing Machine Co.
Locke Insulator Corp.
Lockheed Aircraft Corp.
Lodge & Shipley Machine Tool Co.
Loew's Inc.
Loew's Inc., Film Exchange.
Loft Candy Corp.
Lone Star Cement Corp.
Lone Star Defense Corp.
Long Beach Boat Shop.
Long Bell Lumber Co., Ryderwood Division.
Loose-Wiles Biscuit Co.
Lord Mfg. Co.
Los Angeles Period Furniture Co.
Luders Marine Construction Co.
Lukas, Harold Corp., The.
Luther Mfg. Co.
Luzerne County Gas & Electric Corp., Kingstown, Pa.
Luzerne County Gas & Electric Corp., Plymouth, Pa.
Lykens Hosiery Mill.

McDonnell Aircraft Corp.
McKesson & Robbins, Inc., Fuller-Morrison Division.
McKinney Tool & Mfg. Co.
McNeely & Price Co.
McQuay-Norris Mfg. Co., Ordnance Management Division.
Mac-Sim-Bar Paper Co.
Mahon, R. C. Co.
Maine Food Processors.
Majestic Tool & Mfg. Corp.
Marietta Mfg. Co.
Marks, L. V., Co.
Martin, Glenn L., Co.
Martin Food Products, Inc.
Marx, Louis & Co., McMechan, W. Va., Plant.
Maryland Drydock Co.
Mason Can Co.
Massillon Aluminum Co.
Mathieson Alkali Works.
Maxson, W. L., Corp.
May Department Stores Co.
Maytag Co.
Mead Corp., Chillicothe Division.
Meadow River Lumber Co.
Medical Science Building and Professional Building Corp.
Memphis Furniture Mfg. Co.
Menasha Woodenware Corp.
Mercersburg Tannery.
Mesker, George L., Co., Stumpf, W. J., administrator d/b/a.
Metalloy Corp.
Metal Specialties Mfg. Co.
Metropolitan Lithograph & Publishing Co.
Metropolitan Picture Frame Co.
Miami Industries Inc.
Miami Shipbuilding Corp.
Michigan Gas & Electric Co., Holland, Mich.
Michigan Gas & Electric Co., Three Rivers, Mich.
Mid-State Frozen Egg Corp.
Mid States Steel Co.
Mill B Inc., Irwin & Lyons.
Milligan & Higgins Corp.
Mills Novelty Co.
Milwaukee Gas Light Co.
Minrose Hat Co.
Mississippi Publishers Corp., Clarion-Ledger.
Missouri Utility Co.
Mitchell Metal Products, Inc., The.
Monarch Machine Tool Co.
Moline Tool Co.
Monsanto Chemical Co., Plastics Division.
Montag Bros., Inc.
Montaup Electric Co.
Montgomery Ward & Co., Inc., Baltimore, Md.
Montgomery Ward & Co., Inc., St. Paul, Minn.
Moore Drop Forging Co.
Moore Drydock Co.
Moore, Tom, Distillery Co., Inc.
Morrell, John, & Co.
Morrison Steel Products Co.
Muller Paper Goods Co.
Murray Co., The

Murray Corp. of America.
Murray Ohio Mfg. Co.
Musgrove Mills.

N. C. Finishing Co., and N. C. Fabrics Corp.
Nampa Creamery Co.
Nash Kelvinator Corp., Nash Motors, Division of.
Nashville Bridge Co.
Nashville Gas & Heating Co., Second Avenue Branch.
National Bearing Metals Corp.
National Distillers Corp., Large, Pa.
National Distillers Corp., Broad Ford, Pa.
National Electric Coil Co., Columbus, Ohio.
National Electric Coil Co., Bluefield, W. Va.
National Fluorspar Co., Davenport Mine.
National Industries, Inc., Bass Foundry & Machine Division.
National Lead Co.
National Lead Co., Magnus Metal Corp., Division of, Chicago, Ill.
National Lead Co., Delor Division.
National Lead Co., Magnus Metal Division of, Detroit, Mich.
National Lead Co., Titanium Division.
National Saving & Trust Co., Trustees; Linkins, George W., Co., its agents.
National Traffic Guard Co.
Nebraska Defense Corp., Mead, Nebr.
Nebraska Defense Corp., Nebraska Ordnance Plant.
Nebraska Defense Corp., Fremont, Nebr.
Nebraska Power Co.
Nelson Transfer & Storage Co.
Nevada Consolidated Copper Corp., Ray Mines Division.
New Bedford Cotton Manufacturers Association.
New Bedford Rayon Co.
New Britain Machine Co.
New England Shipbuilding Corp.
New Idea Inc.
New Indiana Chair Co.
New York Assn. of Wholesalers of Ladies' and Children's Hats.
New York Butchers Dressed Meat Corp.
New York Merchandise Co., Inc.
New York Shipbuilding Corp.
New York Stock Exchange.
Niagara Alkali Co.
Nicholson Terminal & Dock Co.
Niles Firebrick Co.
North American Aviation.
North Carolina Shipbuilding Co.
Northern Indiana Public Service Co.
North Range Mining Co.
Northwest Airlines, Inc.
Northwestern Aeronautical Corp.
Northwest Metal Products, Inc.
Nu-Deal Paper Box Co.

Odenbach Shipbuilding Co.
Odora Co., Inc.
Ohio Crankshaft, Inc., and Ohio Crankshaft Co., The.
Ohio Public Service Co.
Ohmite Mfg. Co.
Oil Well Supply Co.
Old Dominion Veneer Co.
Oldbury Electro Chemical Co.
Olson, E. C., & Son.
Oneida, Ltd.
Ordnance Steel Foundry Co.
Orefraction, Inc.
Otis Elevator Co., Yonkers, N. Y.
Otis Elevator Co., Harrison, N. J.
Otis Elevator Co., Buffalo, N. Y.
Owosso Metal Industries Co.

Pacific Box Co.
Pacific Coast Fabricators, Inc.
Pacific Gas & Electric Co.[1]
Pacific Lumber Co.
Pacific Mills.
Packard Motor Car Co.
Paige Hat Co.

[1] Hearings were held in 21 cases involving various divisions of the company in California.

Palmer Match Co.
Pan-American Petroleum Corp.
Paramount Pictures Inc., and Famous Music Corp., Paramount Music Corp.
Paramount Pictures, Inc.
Paramount Shoe Co.
Park Drug Co.
Parke, Davis & Co.
Park & Tilford Import Corp.
Patch-Wegner Co., Inc.
Pearson, J. G., Co.
Peavey Paper Products Co.
Peck Stow & Wilcox Co.
Peerless of America, Inc.
Penn Paper & Stock Co.
Pennsylvania Shipyards, Inc.
Peoples Life Insurance Co. of Washington, D. C., Baltimore, Md.
Peoples Life Insurance Co. of Washington, D. C., Norfolk, Va.
Peoples Life Insurance Co. of Washington, D. C., Suffolk and Portsmouth, Va.
Pepperell Mfg. Co.
Permanente Metals Corp., The.
Peter Cooper Corp.
Petersen, Julius, Shipyard Co.
Peters Stamping Co.
Phelps Dodge Copper Products Corp.
Phelps Dodge Corp.
Philadelphia Terminal Auction Co.
Phillips Petroleum Co., Bartlesville, Okla.
Phillips Petroleum Co., Kansas City, Kans.
Phipps Hat Works.
Phoenix Mfg. Co.
Pickands, Mather & Co., and Penn Iron Mining Co.
Pickands, Mather & Co., and Verona Mining Co., and James Mining Co.
Pidgeon-Thomas Iron Co.
Pierson Machine Co., Pierson, Erwin A., an individual d/b/a.
Pilley, Frank, & Sons.
Pittsburgh Coke & Iron Co.
Pittsburgh Metallurgical Co., Inc.
Pittsburgh Supply Co., The.
Plibrico Jointless Firebrick Co.
Pomona Terra Cotta.
Pond River Coal Co., Ruckman, Albert J. and D. J., d/b/a.
Port Costa Packing Co.
Port Houston Iron Works.
Potlatch Forest Inc.
Powdress & Alexander Co.
Powell Knitting Co.
Pratt & Letchworth Co., Inc.
Precise Aircraft Industries, Inc.
Precision Castings Co., Fayetteville, N. Y.
Precision Castings Co., Cleveland, Ohio.
Precision Mfg. Corp.
Precision Scientific Co.
Pressed Metals of America.
Pressed Steel Car Co., Inc., McKees Rock, Pa.
Pressed Steel Car Co., Inc., Chicago, Ill.
Price, J. Lee.
Procter & Gamble Mfg. Co.
Proximity Mfg. Co.
Prudential Insurance Co. of America, The, Washington, D. C.
Prudential Insurance Co. of America, The, Baltimore, Md.
Prudential Insurance Co. of America, The, Richmond, Va.
Prudential Insurance Co. of America, The, Toledo, Ohio.
Prudential Insurance Co. of America, The, Canton, Ohio.
Prudential Insurance Co. of America, The, Akron, Ohio.
Prudential Insurance Co. of America, The, Sandusky, Ohio.
Prudential Insurance Co. of America, The, Dayton, Ohio.
Prudential Insurance Co. of America, The, Cincinnati, Ohio.
Prudential Insurance Co. of America, The, Hamilton, Ohio.
Prudential Insurance Co. of America, The, Springfield, Ohio.
Prudential Insurance Co. of America, The, Mansfield, Ohio.

Prudential Insurance Co. of America, The, Minnesota.
Pschirrer & Son Coal Co.
Public Service Electric & Gas Co., Kearny, N. J.
Public Service Electric & Gas Co., Hudson Division, Newark, N. J.
Public Service Electric & Gas Co., Paterson and Passaic, N. J.
Pullman Standard Car Mfg. Co., Hammond, Ind.
Pullman Standard Car Mfg. Co., Chicago, Ill.
Pure Oil Co., Michigan Producing Division.
Pure Oil Co., Comfort, Dawes, Miami, W. Va.
Pure Oil Co., The, Mexia and Van, Tex.

Quaker State Oil Corp.

RKO Radio Pictures, Inc.
Racine Universal Motor Co.
Radio Receptor Co.
Raleigh Hotel.
Ralston Purina Co.
Rathborne, Hair & Ridgway Co.
Rath Packing Co.
Real Silk Hosiery Mills, Inc.
Reeves Pulley Co.
Reliance Mfg. Co.
Remington Arms Co., Denver, Colo.
Remington Arms Co., Inc., Independence, Md.
Remington Arms Co., Inc., Salt Lake City, Utah.
Remington Rand, Inc., Marietta, Ohio.
Remington Rand, Inc., Syracuse, N. Y.
Remington Rand, Inc., Elmira, N. Y.
Republic Aviation Corp.
Republic Filters Inc.
Republic Food Products Co.
Republic Pictures Corp., San Francisco, Calif.
Republic Pictures Corp., New York, N. Y.
Republic Steel Corp., Gadsden, Ala.
Republic Steel Corp., Birmingham, Ala.
Revere Copper & Brass Inc., Baltimore, Md.
Revere Copper & Brass Inc., Rome, N. Y.
Reynolds Alloys Co., Inc.
Reynolds Metals Co., Inc.
Robbins Flooring Co.
Rockbestos Products Corp.
Rock Island Producing Co.
Rock Island Sand & Gravel Co.
Rockland Light & Power Co.
Rock-Ola Mfg. Corp.
Rose, Henry, Stores Inc.
Rosenblum et al.
Ross-Meehan Foundries.
Rowe Mfg. Co.
Royal Typewriter Co., Inc.

S & L Wood Heel Co.
St. Marys Sewer Pipe Co.
Sampsel Time Control, Inc.
San-Equip Inc.
Sanitary Mattress Co.
Santa Inez Fisheries, Inc.
Sardic Food Products Corp.
Sargent & Co.
Savannah Electric & Power Co.
Save Electric Corp.
Sayles Finishing Plants Inc.
Scholze, Robert, Tannery.
Schuman & Stein.
Schutte & Koerting Co.
Schwartz, Henry, & Son.
Schweitzer, Peter J., Inc.
Scott & Gilbert Logging Co.
Scoville Mfg. Co.
Sears Roebuck & Co., Philadelphia, Pa.
Sears Roebuck & Co., Detroit, Mich.
Sears Roebuck & Co., Indianapolis, Ind.
Seattle Times Co.
Selig Mfg. Co., Inc.
Semet-Solvay Co., Detroit, Mich.
Semet-Solvay Co., Ashland, Ky.
Semet-Solvay Co., Ironton, Ohio.
Servel, Inc.
79 Lead Copper Co.

Service Die Corp.
Sewell Mfg. Co.
Shakespeare Products Co.
Shane Mfg. Co.
Shawinigan Resins Corp.
Shawnee Milling Co.
Sheffield Farms Co., Inc.
Sheffield Steel Corp. of Texas.
Shell Development Co.
Shelton Patton.
Sherwin-Williams Defense Corp., Carbondale, Ill.
Sherwin-Williams Defense Corp., Crab Orchard, Ill.
Siegel, Henry I., Mfg. Co.
Simonds Saw & Steel Co.
Simpson Mfg. Co.
Sittner, Nathan, Sittner, N., & Bros. d/b/a.
Smith Bros. Mfg. Co.
Smith Wood Products, Inc.
Solar Aircraft Corp., Des Moines, Iowa.
Solar Aircraft Co., San Diego and National City, Calif.
Solvay Process Co., Solvay, N. Y.
Solvay Process Co., Jamesville, N. Y.
Somership Ship Yards.
Soo Woolen Mills.
Southern Bleachery & Print Works.
Southern California Edison Co., Ltd., Los Angeles, Calif.
Southern California Edison Co., Santa Ana, Calif.
Southern California Gas Co.
Southern Counties Gas Co., San Gabriel District.
Southern Counties Gas Co., Ventura District.
Southern Indiana Gas & Electric Co.
Southern States Portland Cement Co.
Southern Wood Preserving Co.
South Portland Shipbuilding Corp.
Southwell Wool Combing Co.
Southwestern Bell Telephone Co.
Southwestern Associated Telephone Co.
Southwestern Bell Telephone Co.
Southwestern Motor Carriers Corp.
Spanbock & Schaefer.
Spinner Brothers Co.
Square D Co.
Standard Lime & Stone Co.
Standard Metal Co.
Standard Oil Co. of New Jersey.
Standard Oil Corp., Toledo, Ohio.
Standard Oil Co., Cleveland, Ohio.
Standard Pattern Works.
Standard Shipbuilding Co.
Standard Ultramarine Co.
Stanley Corp. of America et al.
Star Metal Co.
Startex Mills.
Steiner Bros.
Sterling Co.
Sterling Electric Motors, Inc.
Stewart Warner Corp., Bridgeport Conn.
Stewart Warner Corp., Chicago, Ill.
Stokerunit Corp.
Studebaker Corp.
Sturtevant, B. F., Co., Hyde Park, Mass.
Sturtevant, B. F., Co., Western Division, La Salle, Ill.
Sturtevant, B. F., Co., Western Division, Peru, Ill.
Sunshine Mining Co.
Superheater Co.
Superior Coach Corp.
Superior Sleeprite Corp.
Superior Tanning Co.
Sutherlin Timber Products Co.
Swank, Hiram, Sons.
Swift & Co., National City, Ill.
Swift & Co., St. Paul, Minn.
Swift & Co., Fontana, Calif.
Swift Lubricator Co.

Tabardrey Mfg. Co.
Taylor Forge & Pipe Works.
Tennessee Aircraft, Inc.
Tennessee Coal, Iron & Railroad Co., Plants in Birmingham, Ala.
Tennessee Coal, Iron & Railroad Co., Shop & Roadway Division, Birmingham, Ala.

Tennessee Coal, Iron & Railroad Co., Tenant Rehabilitation Department, Birmingham, Ala.
Tennessee Coal, Iron & Railroad Co., Sanitary Department, 4 mines.
Tennessee-Schuylkill Corp.
Tension Envelope Corp.
Termo Chemical Co.
Terrytoons, Inc.
Texas Co., Port Arthur Works.
Texas Co., The (Indian Refinery).
Textile By Products Co.
Textileather Corp.
Thermal Coal Co.
Thermatomis Carbon Co.
Thrift Drug Co., and/or Borun Bros.
Thomas Paper Stock Co., Inc.
Thompson Products, Inc.
Thonet Bros.
Thunder Lake Lumber Co.
Tide Water Associated Oil Co.
Times Publishing Co.
Timm Aircraft Co., Saticoy Plant, Woodley and Alameda Plants.
Timm Aircraft Corp., Los Angeles, Calif.
Timm Aircraft Corp., Alameda and Woodley Plants.
Tip Top Creamery Co.
Toledo Scale Co.
Toledo Steel Products.
Trackson Co.
Trailmobile Co., of America.
Trailways of New England, Inc.
Triangle Publications, Inc.
Trojan Powder Co.
Twentieth Century-Fox Film Corp., New York Exchange of.
Twentieth Century-Fox Film Corp., New York.
Twentieth Century-Fox Corp., Beverly Hills, Calif.

Uchtorff Co.
Uhlmann Grain Co.
Ulster Knife Co., Inc.
Union Carbide & Carbon Corp., Union Carbide Division.
Union Diesel Engine Co., The.
United American Metals Corp.
United Artists Corp., New York Exchange.
United Artists Corporation.
United Boat Service Corp.
United Drug Co.
United Fuel Gas Co.
United Fur Mfg. Assn.
United Gas Corp.
United Mills Co.
U. S. Cartridge Co., The.
U. S. Electrical Motors, Inc.
U. S. Gypsum Co.
U. S. Instrument Corp.
U. S. Pipe & Foundry Co.
U. S. Rubber Co., Woonsocket, R. I.
U. S. Rubber Co., Marion, Ohio.
U. S. Rubber Co., Milwaukee, Wis.
U. S. Shipbuilding Co.
United Wall Paper Factories, Inc., Montgomery, Ill.
United Wall Paper Factories, Inc., Aurora, Ill.
Universal Battery Co.
Universal Film Exchangers, Inc.
Universal Glove Co.
Universal Moulded Products Corporation, Bristol Aircraft Division.
Utah Copper Co.
Utica & Mohawk Cotton Mills, Inc.

Valve Bag Co.
Val Vita Food Products, Inc.
Van Brunt Mfg. Co., The.
Van Dorn Iron Works Co., The.
Van Raalte Silk Co.
Veeder Root, Inc.
Viking Pump Co.
Vilter Mfg. Co.
Vinecour Shoe Co., Inc.
Virginia Bridge Co.
Virginia Electric & Power Co., Richmond, Norfolk, Portsmouth, Petersburg, Va.
Virginia Electric & Power Co., Richmond, Va.
Vitagraph, Inc.

Wagner Folding Box Corp.
Walsh Refractories Corp.
Walworth Co., Inc., Washington Park, Ill.
Walworth Co., Greenburg, Pa.
Waples-Platter Co., Inc.
Washington-Eljer Co.
Waterman Steamship Corp.
Watson Flagg Machine Co.
Webb, D. H., Co., Inc.
Wechaler, I.
Weis, Henry, Mfg. Co., Inc.
Welfare Assn. of the Department of Agriculture.
Wells-Lamont Corp., Edina, Mo.
Wells-Lamont Corp., Louisiana, Mo.
Wells-Lamont Corp., Ellsberry, Mo.
Wells-Lamont Corp., Beardstown, Ill.
Wells, Lane, Co.
Wellsville Firebrick Co.
Wenatchee Alloys, Inc., Wenatchee, Wash.
Wenatchee Alloys, Inc., Rock Island, Wash.
Werman Leggings Corp.
Western Automatic Machine Screw Co.
Western Burlap Bag Co.
Western Cartridge Co.
Western Condenser Co.
Western Electric Co.
Western Freight Handlers, Inc.
Western Kentucky Stages.
Western Paint & Varnish Co.
Western & Southern Life Ins. Co.
Western Union Telegraph Co., Eastern Division, home office.
Western Union Telegraph Co., various districts of Eastern Division.
Western Union Telegraph Co., Brdgeport, Conn.
Western Union Telegraph Co., Fourth District, Lake Division.
Western Union Telegraph Co., Fifth District Lake Division.
Western Union Telegraph Co., Sixth District, Lake Division.
Western Union Telegraph Co., Indiana and Illinois.
Western Union Telegraph Company; Pekin and Peoria, Ill.
Western Union Telegraph Co., The, Wisconsin and Michigan.
Westinghouse Electric & Mfg. Co., Newark, N. J.
Westinghouse Electric & Mfg. Co., Lester, Pa.
Westinghouse Electric & Mfg. Co., Sunbury, Pa.
Westinghouse Electric & Mfg. Co., Canton, Ohio.
Westinghouse Electric & Mfg. Co., Cleveland, Ohio.
Westinghouse Electric & Mfg. Co., Naval Ordnance Division, Louisville, Ky.
Westinghouse Electric & Mfg. Co., Louisville Ordnance Division.
West Penn Machine Shop, Inc.
West States Petroleum Co.
Westvaco Chlorine Products Corp.
West Virginia Armature Co.
West Virginia Pulp & Paper Co.
Whiting Corp.
Wico Electric Co.
Wiegand, E. L., Co.
Wiley-Bickford-Sweet Corp.
Willamette Valley Lumber Co., Black Rock, Oreg.
Willamette Valley Lumber Co., Dallas, Oreg.
Williamson, H. M., & Son, Harry M. and Harry B. Williamson, a partnership d/b/a.
Willard Storage Battery Co.
Willys Overland Motors, Inc.
Wilson & Co., Murfreesboro and Franklin, Tenn.
Wilson & Co., Chicago, Ill.
Wilson & Co., Atchinson, Kans.
Wilson & Co., Inc., Los Angeles, Calif.
Wilson, H. W., Co.
Wilson Packing Co., Wilson Laboratories, The.
Wilson Sporting Goods Mfg. Co., Inc.
Wilson Sporting Goods Co.
Wilton-Jellico Coal Co.

Wire & Iron Products, Inc.
Wire Machinery Corp. of America.
Wisconsin Motors Corp.
Wisconsin Southern Gas Co.
Witte Engine Works.
Wolverine Shoe and Tanning Co.
Wood Flong Corp.
Woodruff & Edwards, Inc.
Woodside Cotton Mills Co.
Woodward Iron Co.
Worthington Pump & Machinery Corp., Moore Steam Turbine Division.
Wright Aeronautical Corp.
Wyoming Valley Paper Mill.

Yale & Towne Mfg. Co., The.
York Safe & Lock Co.
Young, L. A., Spring & Wire Corp.
Youngstown Sheet & Tube Co., Indiana Harbor Plant.

Zenith Optical Co.
Zimmer-Thompson Corp.
Zurn, J. A., Mfg. Co.

APPENDIX C

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE FISCAL YEAR 1943

Section 3 (c) of the Act requires that the Board report in detail "the decisions it has rendered." These are enumerated in four 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. Representation Cases Decided on the Merits.

B. Representation Cases Decided on the Basis of Stipulated Election or Pay-Roll Check.

APPENDIX C

LIST OF CASES IN WHICH THE BOARD RENDERED DECISIONS DURING THE FISCAL YEAR 1943

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

[1] Decision is unpublished.

[1] Decision is unpublished.

[1] Decision is unpublished.

[1] Decision is unpublished.

II. Representation Cases

A. Representation Cases Decided on the Merits

[1] Decision is unpublished.

558154—44——10

B. Representation Cases Decided on the Basis of a Stipulated Election or Pay-Roll Check

[1] Decision is unpublished.

[1] Decision is unpublished.

[1] Decision is unpublished.

[1] Decision is unpublished.

[1] Decision is unpublished.

	Volume	Page
Ward Leonard Electric Co	(1)	
War Shipping Administration, Cosmpolitan Shipping Co	(1)	
Western Kentucky Stages	(1)	
Western Union Telegraph Co., Illinois, Iowa, Nebraska, Wisconsin, Michigan, Indiana, Minnesota, North and South Dakota	(1)	
Western Union Telegraph Co., California, Washington	44	102
Western Union Telegraph Co., California, Arizona, Nevada	(1)	
Western Union Telegraph Co., California	(1)	
Western Union Telegraph Co., Colorado	(1)	
Westinghouse Electric & Mfg. Co., Providence, R. I	(1)	
Westinghouse Electric & Mfg. Co., Attica, N. Y	(1)	
Westinghouse Electric & Mfg. Co., Baltimore, Md	(1)	
Westinghouse Electric & Mfg. Co., Baltimore, Md	(1)	
Westinghouse Electric & Mfg. Co., Fairmont, W. Va	(1)	
Westinghouse Electric & Mfg. Co., Fairmont, W. Va	(1)	
Westinghouse Electric & Mfg. Co., Mansfield, Ohio	42	417
Westinghouse Electric & Mfg. Co., Canton, Ohio	(1)	
Westinghouse Electric & Mfg. Co., Cleveland District offices	(1)	
Westinghouse Electric & Mfg. Co., Mansfield, Ohio	(1)	
Westinghouse Electric & Mfg. Co., Cincinnati District	44	1001
Westinghouse Electric & Mfg. Co., Louisville, Ky	(1)	
Westinghouse Electric & Mfg. Co., Chicago, Ill	42	1338
Westinghouse Electric & Mfg. Co., Buffalo Service Plant	42	1341
Westinghouse Electric & Mfg. Co., Merchant Marine Division, Lester, Pa	(1)	
Westinghouse Electric & Mfg. Co., Naval Ord. Division, Louisville, Ky	44	59
Westinghouse Electric Elevator Co	(1)	
Westinghouse Electric Supply Co	(1)	
Westinghouse Radio Station, Inc., Boston, Mass	(1)	
Westinghouse Radio Stations, Inc., Philadelphia, Pa	(1)	
Westinghouse Radio Stations, Inc., Pittsburgh, Pa	42	1373
Westinghouse Radio Stations, Inc., Pittsburgh, Pa	(1)	
Westinghouse Radio Stations, Inc., Fort Wayne, Ind	(1)	
Westinghouse Radio Stations, Inc., Fort Wayne, Ind	(1)	
Wilson, Thomas G., Inc	(1)	
Wright Aeronautical Corp., Lockland, Ohio	(1)	
Wright Aeronautical Corp., Lockland, Ohio	(1)	
Wright Aeronautical Corp., Lockland, Ohio	(1)	
York Safe & Lock Co	(1)	
Youngstown Sheet & Tube Co	(1)	
Zinsmeyer Co	(1)	

[1] Decision is unpublished.

APPENDIX D

SUMMARY OF LITIGATION FOR THE FISCAL YEAR 1943

I. Proceedings for the Enforcement or Review of Board Orders under Section 10 (e) and (f), National Labor Relations Act.

   A. Proceedings on the Merits.
   B. Consent Decrees.

II. Proceedings Relating to Issues Bearing Upon Compliance With Decrees.

   A. Proceedings to Adjudge in Contempt For Failure to Comply.
   B. Compliance Litigation Not Involving Contempt.

III. Special Litigation.

APPENDIX D

SUMMARY OF LITIGATION FOR THE FISCAL YEAR 1943

I. Proceedings for the Enforcement or Review of Board Orders

A. Proceedings on the Merits

SUPREME COURT CASES

1. Cases in which the Supreme Court upheld orders of the Board:
   Marshall Field & Co. v. *N. L. R. B.*,* 318 U. S. 253.
   N. L. R. B. v. *Southern Bell Telephone & Telegraph Co.* (*Southern Ass'n of Bell Telephone Employees*) 63 S. Ct. 905.
   Virginia Electric & Power Co. v. *N. L. R. B.*, 63 S. Ct. 1214.
2. Cases in which the Supreme Court remanded to the Board:
   N. L. R. B. v. *Indiana & Michigan Electric Co.*, 318 U. S. 9.
3. Cases in which the Supreme Court denied petitions for writs of certiorari to review decisons of the Circuit Courts of Appeals enforcing Board orders:
   Acme-Evans Co. v. *N. L. R. B.*, 318 U. S. 772.
   Aintree Corp. v. *N. L. R. B.*, 318 U. S. 774.
   American Mfg. Co. of Texas v. *N. L. R. B.*, 319 U. S. 743.
   Bank of America, v. *N. L. R. B.*, 318 U. S. 791.
   Bank of America v. *N. L. R. B.*, 318 U. S. 792.
   R. A. Blount v. *N. L. R. B.*, 318 U. S. 791.
   Botany Worsted Mills v. *N. L. R. B.*, 319 U. S. 751.
   Chattanooga Bakery, Inc., v. *N. L. R. B.*, 317 U. S. 676.
   Gerity-Whitaker Co. v. *N. L. R. B.*, 318 U. S. 763.
   Great Southern Trucking Co. v. *N. L. R. B.*, 317 U. S. 652.
   Hasbrouck Heights Dairy v. *N. L. R. B.*, 317 U. S. 694 (Kudile Bros.).
   Lebanon Steel Foundry v. *N. L. R. B.*, 317 U. S. 659.
   Martin Bros. Box Co. v. *N. L. R. B.*, 317 U. S. 660.
   Quality and Service Laundry v. *N. L. R. B.*, 318 U. S. 775.
   Rapid Roller Co. v. *N. L. R. B.*, 317 U. S. 650.
   Norman N. Stone v. *N. L. R. B.*, 317 U. S. 649.
   Stonewall Cotton Mills v. *N. L. R. B.*, 317 U. S. 667.

CIRCUIT COURT OF APPEALS CASES

1. Circuit court decisions granting enforcement of Board orders:
   (a) Board orders enforced without modification:
   N. L. R. B. v. *Adel Clay Products Co.*, 134 F. (2d) 342 (C. C. A. 8).
   N. L. R. B. v. *Aintree Corp.** 132 F. (2d) 469 (C. C. A. 7).
   N. L. R. B. v. *Atlas Press Co.*, 11 L. R. R. 519 (C. C. A. 6).
   N. L. R. B. v. *Bank of America*,*†* 130 F. (2d) 624 (C. C. A. 9).
   N. L. R. B. v. *Barrett Co.*, * 120 F. (2d) 583 (C. C. A. 7).
   N. L. R. B. v. *Bear Brand Hosiery Co.*, 131 F. (2d) 731 (C. C. A. 7).

* Rehearing denied.
†*Supreme Court rehearing denied.

1. Circuit court decisions granting enforcement of Board orders—Continued.
   (a) Board orders enforced without modification—Continued.

N. L. R. B. v. *Beckerman Shoe Corp. of Kutztown*, 134 F. (2d) 336 (C. C. A. 3).
N. L. R. B. v. *R. A. Blount*,*† 131 F. (2d) 585 (C. C. A. 8).
N. L. R. B. v. *J. G. Boswell*,* 136 F. (2d) 585 (C. C. A. 9).
N. L. R. B. v. *Brown Paper Mill Co.*,* 133 F. (2d) 988 (C. C. A. 5).
Butler Bros. v. *N. L. R. B.*,* 134 F. (2d) 981 (C. C. A. 7).
Carter Carburetor Corp. v. *N. L. R. B.*, 131 F. (2d) 927 (C. C. A. 8).
N. L. R. B. v. *Cities Service Oil Co.*, 129 F. (2d) 933 (C. C. A. 2).
N. L. R. B. v. *Clinton E. Hobbs Co.*, 132 F. (2d) 249 (C. C. A. 1).
De Bardeleben v. *N. L. R. B.*, 135 F. (2d) 13 (C. C. A. 5).
N. L. R. B. v. *Empire Worsted Mills*, 129 F. (2d) 668 (C. C. A. 2).
N. L. R. B. v. *Faultless Caster Corp.*, 135 F. (2d) 559 (C. C. A. 7).
Firth Carpet Co. v. *N. L. R. B.*, 129 F. (2d) 633 (C. C. A. 2).
N. L. R. B. v. *Fiss Corp.*, 136 F. (2d) 990 (C. C. A. 3).
Gallup American Coal Co. v. *N. L. R. B.*, 131 F. (2d) 665 (C. C. A. 10).
Gamble-Robinson Co. v. *N. L. R. B.*, 129 F. (2d) 588 (C. C. A. 8).
Greenport Basin & Construction Co. v. *N. L. R. B.*, 132 F. (2d) 857 (C. C. A. 2).
N. L. R. B. v. *Hasbrouck Heights Dairy*† 130 F. (2d) 615 (C. C. A. 3).
Hickory Chair Mfg. Co. v. *N. L. R. B.*, 131 F. (2d) 849 (C. C. A. 4).
N. L. R. B. v. *Jac Feinberg Hosiery Mill*, 134 F. (2d) 620 (C. C. A. 4).
N. L. R. B. v. *L. H. Hamel Leather*, 135 F. (2d) 71 (C. C. A. 1).
N. L. R. B. v. *Locomotive Finished Material Co.*, 133 F. (2d) 233 (C. C. A. 8).
Marlin-Rockwell Corp. v. *N. L. R. B.*, 133 F. (2d) 258 (C. C. A. 2).
N. L. R. B. v. *Medo Photo Supply Corp.*, 135 F. (2d) 279 (C. C. A. 2).
N. L. R. B. v. *Montgomery Ward & Co.*, 133 F. (2d) 676 (C. C. A. 9).
N. L. R. B. v. *National Mineral Co.** 134 F. (2d) 424 (C. C. A. 9.)
N. L. R. B. v. *National Traffic Guard Co.*,* 135 F. (2d) 42 (C. C. A. 5).
North Carolina Finishing Co. v. *N. L. R. B.* (certiorari filed) 133 F. (2d) 714 (C. C. A. 4).
N. L. R. B. v. *Ohio Fuel Gas Co.*, 11 L. R. R. 717 (C. C. A. 6).
N. L. R. B. v. *P. C. Kohler Swiss Chocolates Co.*,* 130 F. (2d) 503 (C. C. A. 2).
N. L. R. B. v. *Pequanoc Rubber Co.*, 132 F. (2d) 321 (C. C. A. 3).
N. L. R. B. v. *Polson Logging Co.* 136 F. (2d) 314 (C. C. A. 9).
N. L. R. B. v. *Premo Pharmaceutical Laboratories*,* 136 F. (2d) 85 (C. C. A. 2).
N. L. R. B. v. *Quality and Service Laundry*,† 131 F. (2d) 182 (C. C. A. 4).
Red Diamond Mining Co. v. *N. L. R. B.* (See De Bardeleben.)
N. L. R. B. v. *Rieke Metal Products Corp.* (January 19, 1943), (C. C. A. 7).

*C. C. A. rehearing denied.
†*Supreme Court rehearing denied.
†Certiorari denied.

1. Circuit court decisions granting enforcement of Board orders—Continued.
   (a) Board orders enforced without modification—Continued.
   N. L. R. B. v. *Rock Hill Printing and Finishing Co.*, 131 F. (2d) 171 (C. C. A. 4).
   N. L. R. B. v. *Schaefer-Hitchcock Co.*, 131 F. (2d) 1004 (C. C. A. 9).
   N. L. R. B. v. *Sherwin-Williams Co.*, 130 F. (2d) 255 (C. C. A. 3).
   N. L. R. B. v. *Southern Wood Preserving Co.*, 135 F. (2d) 606 (C. C. A. 5).
   Sperry Gyroscope Co. v. *N. L. R. B.*, 129 F. (2d) 922 (C. C. A. 2).
   N. L. R. B. v. *Sport-Wear Hosiery Mills*, 134 F. (2d) 824 (C. C. A. 6).
   N. L. R. B. v. *Tennessee Products Corp.*, 134 F. (2d) 486 (C. C. A. 6).
   Texas Co. v. *N. L. R. B.*,* 135 F. (2d) 562 (C. C. A. 9).
   N. L. R. B. v. *Trojan Powder Co.*, 135 F. (2d) 337 (C. C. A. 3).
   Virginia Electric & Power Co. v. *N. L. R. B.* (certiorari filed), 132 F. (2d) 390 (C. C. A. 4).
   Western Cartridge Co. v. *N. L. R. B.*, 134 F. (2d) 240 (C. C. A. 7).
   West Virginia Glass Specialty Co. v. *N. L. R. B.* * (certiorari filed), 134 F. (2d) 551 (C. C. A. 4).
   N. L. R. B. v. *Weyerhaeuser Timber Co.*, 132 F. (2d) 234 (C. C. A. 9).
   Williams Motor Co. v. *N. L. R. B.*, 128 F. (2d) 960 (C. C. A. 8).
   N. L. R. B. v. *Wm. Tehel Bottling Co.*, 129 F. (2d) 250 (C. C. A. 8).
   (b) Board orders enforced as modified by Circuit court decisions:
   N. L. R. B. v. *Alco Feed Mills*, 133 F. (2d) 419 (C. C. A. 5).
   Aluminum Ore Co. v. *N. L. R. B.*, 131 F. (2d) 485 (C. C. A. 7).
   N. L. R. B. v. *Botany Worsted Mills*,† 133 F. (2d) 876 (C. C. A. 3).
   N. L. R. B. v. *Burke Machine Tool Co.*, 133 F. (2d) 618 (C. C. A. 6).
   N. L. R. B. v. *Cleveland-Cliffs Iron Co.*, 133 F. (2d) 295 (C. C. A. 6).
   Commonwealth Edison Co. v. *N. L. R. B.*,* 135 F. (2d) 891 (C. C. A. 7).
   Dannen Grain & Milling Co. v. *N. L. R. B.*, 130 F. (2d) 321 (C. C. A. 8).
   N. L. R. B. v. *Fairchild Engine and Airplane Corp.*, 12 L. R. R. 87 (C. C. A. 4).
   N. L. R. B. v. *Germain Seed & Plant Co.*,* 134 F. (2d) 94 (C. C. A. 9).
   N. L. R. B. v. *Goodyear Tire & Rubber Co.*, 129 F. (2d) 661 (C. C. A. 5).
   N. L. R. B. v. *Harbison-Walker Refractories Co.*, 135 F. (2d) 837 (C. C. A. 8).
   Interlake Iron Corp. v. *N. L. R. B.*, 131 F. (2d) 129 (C. C. A. 7).
   N. L. R. B. v. *J. I. Case Co.* (certiorari filed), 134 F. (2d) 70 (C. C. A. 7).
   N. L. R. B. v. *Karp Metal Products Co.*, 134 F. (2d) 954 (C. C. A. 2).
   N. L. R. B. v. *Metal Mouldings Corp.** 12 L. R. R. 514 (C. C. A. 6).
   N. L. R. B. v. *New Idea, Inc.*, 133 F. (2d) 194 (C. C. A. 6).
   N. L. R. B. v. *Ohio Calcium Co.*, 133 F. (2d) 721 (C. C. A. 6).
   Oklahoma Transportation Co. v. *N. L. R. B.*, 136 F. (2d) 42 (C. C. A. 5).
   N. L. R. B. v. *Pick Mfg. Co.*, 135 F. (2d) 329 (C. C. A. 7).
   Polish National Alliance et al. v. *N. L. R. B.*, 136 F. (2d) 175 (C. C. A. 7).

*C. C. A. rehearing denied.
†Certiorari denied.

1. Circuit court decisions granting enforcement of Board orders—Continued.
   (b) Board orders enforced as modified by Circuit court decisions—Con.
   N. L. R. B. v. *Precision Castings Co.*, 130 F. (2d) 639 (C. C. A. 6).
   N. L. R. B. v. *Sunbeam Electric Mfg. Co.*,* 133 F. (2d) 856 (C. C. A. 7).
   N. L. R. B. v. *Swift & Co.*, 129 F. (2d) 222 (C. C. A. 8).
   N. L. R. B. v. *Thompson Products*, 130 F. (2d) 363 (C. C. A. 6).
   N. L. R. B. v. *Weirton Steel Co.*, 135 F. (2d) 494 (C. C. A. 3).
   N. L. R. B. v. *William Davies Co.*, * 135 F. (2d) 179 (C. C. A. 7).
   N. L. R. B. v. *Williamson-Dickie Mfg. Co.*, 130 F. (2d) 260 (C. C. A. 5).
2. Circuit court decisions denying enforcement of Board orders:
   N. L. R. B. v. *Aintree Corp.*,* 135 F. (2d) 395 (C. C. A. 7).
   N. L. R. B. v. *American Tube Bending Co.*, 134 F. (2d) 993 (C. C. A. 2).
   N. L. R. B. v. *Atlas Pipeline Corporation*, 136 F. (2d) 562 (C. C. A. 5).
   N. L. R. B. v. *Citizen-News Co.* (Rehearing pending), 134 F. (2d) 962 (C. C. A. 9).
   N. L. R. B. v. *Citizen-News Co.* (Rehearing pending), 134 F. (2d) 970 (C. C. A. 9).
   Hearst Publications v. *N. L. R. B.*, 136 F. (2d) 608 (C. C. A. 9).
   Marshall Field & Co. v. *N. L. R. B.*,* 135 F. (2d) 391 (C. C. A. 7).
   N. L. R. B. v. *North American Aviation*, 136 F. (2d) 898 F. (2d) (C. C. A. 9).
   N. L. R. B. v. *Sun Shipbuilding & Dry Dock Co.*, 135 F. (2d) 15 (C. C. A. 3).

CASES PENDING AT THE CLOSE OF FISCAL YEAR 1943

I. Supreme Court of the United States:
   J. I. Case Co. v. *N. L. R. B.*
   J. L. Hudson Co. v. *N. L. R. B.*
   North Carolina Finishing Co. v. *N. L. R. B.*
   Virginia Electric and Power Co. v. *N. L. R. B.*
   West Virginia Glass Specialty Co. v. *N. L. R. B.*

II. Circuit Courts of Appeals:

FIRST CIRCUIT

N. L. R. B. v. *Franks Bros.*
N. L. R. B. v. *H. McLachlan.*

SECOND CIRCUIT

N. L. R. B. v. *American Laundry.*
N. L. R. B. v. *Central Paint & Varnish.*
N. L. R. B. v. *Country Club Frocks.*
N. L. R. B. v. *Dadourian Export.*
N. L. R. B. v. *Elizabeth Arden.*
N. L. R. B. v. *Elvine Knitting Mills.*

*C. C. A. rehearing denied.

II. Circuit Courts of Appeals—Continued.

N. L. R. B. v. *Fitzpatrick & Weller.*
N. L. R. B. v. *Kaplan Bros.*
N. L. R. B. v. *A. Sartorius.*
N. L. R. B. v. *Standard Oil.*
N. L. R. B. v. *Van Deusen Dress.*
N. L. R. B. v. *Western Cartridge.*

THIRD CIRCUIT

Berkshire Knitting v. *N. L. R. B.*
Edward G. Budd v. *N. L. R. B.*
N. L. R. B. v. *Fiss Corp.*
Glen Alden Coal Co. v. *N. L. R. B.*
N. L. R. B. v. *Poultrymen's Service.*

FOURTH CIRCUIT

N. L. R. B. v. *Baltimore Transit.*
Independent Union Transit Employees of Baltimore City v. *N. L. R. B.*
N. & W. Overall Co. v. *N. L. R. B.*
N. L. R. B. v. *Taylor-Colquitt.*

FIFTH CIRCUIT

Birmingham Post Co. v. *N. L. R. B.*
N. L. R. B. v. *East Texas Motor.*
Humble Oil v. *N. L. R. B.*
Jacksonville Paper v. *N. L. R. B.*
N. L. R. B. v. *Richter's Bakery.*
N. L. R. B. v. *Texas, New Mexico & Oklahoma Coaches.*

SIXTH CIRCUIT

N. L. R. B. v. *American Broach.*
N. L. R. B. v. *American Cresoting.*
N. L. R. B. v. *Bradford Machine Tool.*
Cleveland Electric Illuminating Co. v. *N. L. R. B.*
N. L. R. B. v. *Coca-Cola Bottling Works.*
N. L. R. B. v. *Kentucky-Tennessee Clay.*
N. L. R. B. v. *National Tool.*
N. L. R. B. v. *Oliver Machinery.*
N. L. R. B. v. *Perfection Steel.*
N. L. R. B. v. *Porcelain Steels.*

SEVENTH CIRCUIT

N. L. R. B. v. *Jasper Chair.*
Western Cartridge Co. v. *N. L. R. B.*

EIGHTH CIRCUIT

Carter Carburetor Corp. v. *N. L. R. B.*
N. L. R. B. v. *Central Steel Tube.*
N. L. R. B. v. *Crown Can.*
Donnelly Garment Co. v. *N. L. R. B.*
N. L. R. B. v. *Glenn L. Martin.*
N. L. R. B. v. *Gluek Brewing Co.*
N. L. R. B. v. *Ideal Brass Co.*
D. W. Onan & Sons v. *N. L. R. B.*

NINTH CIRCUIT

Consolidated Aircraft v. *N. L. R. B.*
N. L. R. B. v. *Cowell Portland Cement.*
N. L. R. B. v. *Ellis Klatscher Co.*
N. L. R. B. v. *Lettie Lee.*
N. L. R. B. v. *Long Lake Lumber.*
N. L. R. B. v. *Register Publishing.*
Richfield Oil v. *N. L. R. B.*
N. L. R. B. v. *Security Warehouse.*
N. L. R. B. v. *Thompson Products.*

TENTH CIRCUIT

Boeing Airplane v. *N. L. R. B.*
N. L. R. B. v. *Denver Tent & Awning.*
Harp Poultry v. *N. L. R. B.*
N. L. R. B. v. *Shenandoah-Dives Mining.*
Utah Copper v. *N. L. R. B.*

CASES SETTLED PRIOR TO ADJUDICATION

N. L. R. B. v. *Wico Electric Co.* (C. C. A. 1. No. 3902).
N. L. R. B. v. *Emerson Radio & Phonograph Corp.* (C. C. A. 2).
N. L. R. B. v. *Globe Mail Service, Inc.* (C. C. A. 2).
N. L. R. B. v. *Sanco Piece Dye Works, Inc.* (C. C. A. 2).
N. L. R. B. v. *Westinghouse Electric & Manufacturing Co.* (C. C. A. 3, No. 8379).
Wallace Corp. v. *N. L. R. B.* (C. C. A. 4, No. 5086).
Magnolia Petroleum Co. v. *N. L. R. B.* (C. C. A. 5, No. 10593).
Phillips Petroleum Co. v. *N. L. R. B.* (C. C. A. 5, 10535).
Ohio Crankshaft, Inc. v. *N. L. R. B.* (C. C. A. 6, No. 9523).
Walgreen Co. v. *N. L. R. B.* (C. C. A. 7, No. 8143).
Ely & Walker v. *N. L. R. B.* (C. C. A. 8, No. 12308).
N. R. L. B. v. *Gates Rubber Co.*, (C. C. A. 10, No. 2627).
Pacific States Cast Iron Pipe Co. v. *N. L. R. B.* (C. C. A. 10, No. 2467).

B. Consent Decrees

FIRST CIRCUIT

Old Colony Mfg. Corp., entered December 7, 1942, enforcing the Board's decision issued November 13, 1942, in C–2384.

Walter Marshall Spinning Corp. of R. I., entered April 15, 1943, enforcing the Board's decision issued March 12, 1943, in C–2548.

SECOND CIRCUIT

Arnessen Electric Co., entered August 22, 1942, enforcing the Board's decision issued July 21, 1942, in C–2255.

Bennett Box Corp., entered December 31, 1942, enforcing the Board's decision issued December 15, 1942, in C–2440.

Berko Malted Milk, entered June 7, 1943, enforcing the Board's decision issued June 5, 1943, in C–2631.

The Bolton Mfg. Co., entered September 7, 1942, enforcing the Board's decision issued August 15, 1942, in C–2278.

Ciba Pharmaceutical Products, Inc., entered August 18, 1942, enforcing the Board's decision issued July 21, 1942, in C–2254.

Clemson Bros., Inc., entered January 28, 1943, enforcing the Board's decision issued January 8, 1943, in C–2482.

Capitol Piece Dye Works, Inc., et al., entered November 13, 1942, modifying and enforcing as modified decision issued January 30, 1942, in C–1607.

De Nobili Cigar Company, entered November 23, 1942, enforcing the Board's decision issued November 14, 1942, in C–2387.

Dinhofer Bros., Inc., entered October 13, 1942, enforcing the Board's decision issued September 5, 1942, in C–2304.

Dowty Equipment Corporation, entered February 15, 1943, enforcing the Board's decision issued October 31, 1942, in C–2193.

E. R. Squibb & Sons, entered May 26, 1943, enforcing the Board's decision issued May 22, 1943, in C–2618.

E. Z. Sportcraft Mills, Inc., entered July 11, 1942, enforcing the Board's decision issued June 26, 1942, in C–2218.

Empire Findings Co., Inc., entered January 4, 1943, enforcing the Board's decision issued December 18, 1942, in C–2431.

Ex-Lax, Inc., entered October 22, 1942, modifying and enforcing as modified the Board's decision issued August 26, 1941, in C–1038.

The Federal Bearings Co., Inc., et al., entered January 14, 1943, enforcing the Board's decision issued December 28, 1942, in C–2438.

G. M. Co. Mfg. Co., entered April 9, 1943, enforcing the Board's decision issued November 18, 1942, in C–2396.

General Display Case Co., Inc., entered July 25, 1942, enforcing the Board's decision issued July 6, 1942, in C–2236.

Globe Instrument Company, Inc., entered June 30, 1943, enforcing the Board's decision issued June 10, 1943, in C–2643.

H. McLachlan & Co., Inc., et al., entered November 23, 1942, enforcing the Board's decision issued November 7, 1942, in C–2214.

Horton Wiping Materials Co., entered September 10, 1942, enforcing the Board's decision issued August 20, 1942, in C–2284.

J. M. Deutsch, entered June 30, 1943, enforcing the Board's decision issued June 24, 1943, in C–2650.

Jenkins Brothers, entered October 13, 1942, enforcing the Board's decision issued September 23, 1942, in C–2322.

John W. Masury & Son, entered January 28, 1943, enforcing the Board's decision issued January 27, 1943, in C–2480.

Julius Kayser & Co., entered November 9, 1942, enforcing the Board's decision issued March 16, 1942, in C–2035.

Machinery Builders, Inc., entered November 4, 1942, enforcing the Board's decision issued October 19, 1942, in C–2330,1.

New York Merchandise, entered April 14, 1943, enforcing the Board's decision issued June 19, 1942, in C–2055.

Niagara Searchlight Co., Inc., entered August 4, 1942, enforcing the Board's decision issued July 22, 1942, in C–2248.

Nye-Wait Co., Inc., entered May 21, 1943, enforcing the Board's decision issued May 18, 1943, in C–2267.

Somersville Mfg. Co., entered July 18, 1942, enforcing the Board's decision issued June 30, 1942, in C–2226.

Swift Line Transfer Co., entered March 29, 1943, enforcing the Board's decision issued March 27, 1943, in C–2559.

Trio Curtain Corp., entered July 13, 1942, enforcing the Board's decision issued June 30, 1942, in C–2234.

V. Precision Instrument Mfg. Co., Inc., entered January 7, 1943, enforcing the Board's decision issued December 26, 1942, in C–2443.

THIRD CIRCUIT

Empire Ordnance Corp., et al., entered December 1, 1942, enforcing the Board's decision issued July 8, 1942, in C–2241.

Firemen's Insurance Co., entered June 23, 1943, enforcing the Board's decision issued May 28, 1943, in C–2484.

H. G. Enderlein Co., et al., entered February 15, 1943, enforcing the Board's decision issued December 17, 1942, in C–2302.

J. G. Curtis Leather Co., entered June 18, 1943, enforcing the Board's decision issued May 11, 1943, in C–2605.

Jacob Udell, et al., entered June 18, 1943, enforcing the Board's decision issued May 19, 1943, in C–2613.

Liberty Boiler & Tank Co., entered February 15, 1943, enforcing the Board's decision issued January 12, 1943, in C–2485.

Lincoln Tanning Co., et al., entered February 8, 1943, enforcing the Board's decision issued November 3, 1942, in C–2373.

558154—44——12

Pittsburgh Range & Heater Co., entered March 15, 1943, enforcing the Board's decision issued February 23, 1943, in C–2538.

Protective Motor Service Co., entered August 12, 1942, enforcing the Board's decision issued April 29, 1942, in C–25.

Public Service Electric & Gas Co., entered June 18, 1943, enforcing the Board's decision issued May 21, 1943, in C–2615.

FOURTH CIRCUIT

American Smelting & Refining Co., entered June 23, 1943, enforcing the Board's decision issued June 11, 1943, in C–2636.

Chas. Norteman, entered September 8, 1942, enforcing the Board's decision issued July 29, 1942, in C–2263.

E. J. Lavino & Co., entered January 6, 1943, enforcing the Board's decision issued December 9, 1942, in C–2430.

Hagerstown Broadcasting Co., entered November 12, 1942, enforcing the Board's decision issued October 7, 1942, in C–2347.

Henrietta Mills, entered September 8, 1942, enforcing the Board's decision issued July 22, 1942, in C–2251.

Marietta Mfg. Co., entered September 8, 1942, enforcing the Board's decision issued July 18, 1942, in C–2217.

Owens Yacht Co., et al., entered August 4, 1942, enforcing the Board's decision issued June 30, 1942, in C–2228.

FIFTH CIRCUIT

Alabama Fuel & Iron Co., entered September 1, 1942, enforcing the Board's decision issued August 14, 1942, in C–2274.

American Sheet Metal Works, entered March 25, 1943, modifying and enforcing as modified the Board's decision issued June 27, 1942, in C–2115.

American Smelting & Refining Co., entered January 21, 1943, enforcing the Board's decision issued December 28, 1942, in C–2448.

Bona-Allen, Inc., entered February 11, 1943, enforcing the Board's decision issued January 22, 1943, in C–2511.

Conro Manufacturing Co., entered November 5, 1942, enforcing the Board's decision issued September 30, 1942, in C–2334.

Fox Manufacturing Co., entered April 15, 1943, enforcing the Board's decision issued April 12, 1943, in C–2581.

Grenada Industries, Inc., entered November 10, 1942, enforcing the Board's decision issued October 31, 1942, in C–2367.

Merrill-Stevens Dry Dock, entered June 19, 1943, enforcing the Board's decision issued June 11, 1943, in C–2634.

Miami Shipbuilding Corp., entered May 27, 1943, enforcing the Board's decision issued May 21, 1943, in C–2593.

The Murray Co., entered December 15, 1942, modifying and enforcing as modified the Board's decision issued November 14, 1942, in C–2383.

SIXTH CIRCUIT

Alten's Foundry & Machine Works, entered October 7, 1942, enforcing the Board's decision issued August 17, 1942, in C–2277.

Barco Machine Products Co., et al., entered February 8, 1943, enforcing the Board's decision issued December 28, 1942, in C–2465.

The Barneby-Cheney Eng. Co., entered June 4, 1943, enforcing the Board's decision issued May 19, 1943, in C–2614.

The Cleveland Tanning Co., et al., entered October 19, 1942, enforcing the Board's decision issued August 7, 1942, in C–2270,1. Amendment to Decision and Order, August 17, 1942.

Federal Screw Works, entered February 9, 1943, enforcing the Board's decision issued January 12, 1943, in C–2405.

The General Clay Products Co., entered February 10, 1943, enforcing the Board's decision issued January 8, 1943, in C–2464.

General Shale Products Inc., entered December 2, 1942, enforcing the Board's decision issued October 31, 1942, in C–2320.

The Gerstenslager Co., entered October 21, 1942, enforcing the Board's decision issued October 2, 1942, in C–2341.

Holston Manufacturing Co., entered February 6, 1943, enforcing the Board's decision issued December 17, 1942, in C–2307.

Hoover Ball & Bearing Co., entered February 18, 1943, enforcing the Board's decision issued February 6, 1943, in C–2522.

International Industries, Inc., entered December 4, 1942, enforcing the Board's decision issued November 2, 1942, in C–2379.

Irwin Auger Bit Co., entered December 14, 1942, enforcing the Board's decision issued November 28, 1942, in C–2417.

Lectrolite Corporation, entered December 9, 1942, enforcing the Board's decision issued November 30, 1942, in C–2423.

Lexington Telephone Co., entered February 9, 1943, enforcing the Board's decision issued March 26, 1942, in C–2014.

The Logan Clay Products, entered June 4, 1943, enforcing the Board's decision issued May 19, 1943, in C–2612.

Moore Telephone System, entered June 4, 1943, enforcing the Board's decision issued April 21, 1943, in C–2591.

Ohio Greyhound Lines, Inc., et al., entered October 7, 1942, modifying and enforcing as modified the Board's decision issued March 18, 1940, in C–1246, 1247.

Owensboro Sewer Pipe Co., entered October 13, 1942, enforcing the Board's decision issued September 5, 1942, in C–2306.

Shakespeare Products Co., et al., entered February 11, 1943, enforcing the Board's decision issued January 14, 1943, in C–2498.

Robert Scholze Tannery, entered August 28, 1942, enforcing the Board's decision issued July 22, 1942, in C–2253.

Sorg Paper Co., entered April 20, 1943, modifying and enforcing as modified the Board's decision issued July 27, 1940, in C–1498.

The Springfield Woolen Mills Co., entered February 15, 1943, modifying and enforcing as modified the Board's decision issued June 12, 1942, in C–2110.

Stanley Inc., entered April 10, 1943, enforcing the Board's decision issued February 18, 1943, in C–2528.

The Univis Lens Co., entered April 20, 1943, enforcing the Board's decision issued April 12, 1943, in C–2541.

SEVENTH CIRCUIT

AAA Dental Laboratories, et al., entered October 5, 1942, modifying and enforcing as modified the Board's decision issued May 26, 1942, in C–2016.

Alloy Products Corp., entered June 12, 1943, enforcing the Board's decision issued June 5, 1943, in C–2632.

B. Cohen & Sons, et al., entered January 13, 1943, modifying and enforcing as modified the Board's decision issued December 28, 1942, in C–2441, 2.

Berlin Chapman Co., entered June 15, 1943, enforcing the Board's decision issued June 3, 1943, in C–2629.

Indiana Brass Co., entered December 8, 1942, modifying and enforcing as modified the Board's decision issued November 3, 1942, in C–2363.

International Textile Co., Inc., entered October 22, 1942, enforcing the Board's decision issued September 16, 1942, in C–2305.

Kiekhaefer Corp., entered August 29, 1942, modifying and enforcing as modified the Board's decision issued July 23, 1943, in C–2258.

Moline Tool Co., entered February 18, 1943, enforcing the Board's decision issued February 10, 1943, in C–2524.

Monarch Shoe Co., entered April 9, 1943, enforcing the Board's decision issued April 3, 1943, in C–2574.

Reliable Etch-Craft, entered January 28, 1943, enforcing the Board's decision issued December 29, 1942, in C–2439.

Seattle Times Co., entered November 16, 1942, enforcing the Board's decision issued August 31, 1942, in C–2293.

Fred A. Snow, entered January 14, 1943, enforcing the Board's decision issued June 26, 1942, in C–2137.

Supreme Liberty Life Insurance Co., entered January 27, 1943, enforcing the Board's decision issued December 18, 1942, in C–2432. Amendment to Decision and Consent Order, January 6, 1943.

Webb-Linn Printing Co., entered May 10, 1943, enforcing the Board's decision issued April 26, 1943, in C–2596.

EIGHTH CIRCUIT

Arlington Machine Works, Inc., entered February 23, 1943, enforcing the Board's decision issued February 6, 1943, in C–2523.

Boyt Harness Co., et al., entered July 27, 1942, enforcing the Board's decision issued June 18, 1942, in C–2220.

Collins Radio Co., entered June 29, 1943, enforcing the Board's decision issued May 25, 1943, in C–2619, 20.

Cooper Mfg. Co., entered August 24, 1942, enforcing the Board's decision issued July 28, 1942, in C–2260.

General Cable Corporation, entered November 9, 1942, enforcing the Board's decision issued September 30, 1942, in C–2333.

Kansas City Public Service Co., entered December 28, 1942, enforcing the Board's decision issued December 3, 1942, in C–2394.

The Maico Co., Inc., entered July 7, 1942, enforcing the Board's decision issued May 27, 1942, in C–2189.

Mid-Continent Lead & Zinc Co., entered September 14, 1942, enforcing the Board's decision issued August 8, 1942, in C–2273.

Minneapolis Brewing Co., entered August 3, 1942, enforcing the Board's decision issued June 30, 1942, in C–2223.

Oliver L. Buckingham, et al., entered December 28, 1942, enforcing the Board's decision issued November 21, 1942, in C–2397.

Priebe & Sons, Inc., et al., entered December 14, 1942, enforcing the Board's decision issued October 27, 1942, in C–2325.

Smith Brothers Mfg. Co., entered August 24, 1942, enforcing the Board's decision issued July 23, 1942, in C–2261.

Snyder Mining Co., entered October 28, 1942, enforcing the Board's decision issued September 16, 1942, in C–2313.

United Zinc Smelting Corp., entered September 28, 1942, enforcing the Board's decision issued August 15, 1942, in C–2275.

Vinton Produce Co., entered September 28, 1942, enforcing the Board's decision issued September 4, 1942, in C–2299.

Windsor Coal Co., entered November 9, 1942, enforcing the Board's decision issued October 7, 1942, in C–2345.

Winona Tool Manufacturing Co., entered March 9, 1943, enforcing the Board's decision issued February 18, 1943, in C–2529.

NINTH CIRCUIT

Crowther Bros. Milling Co., entered November 2, 1942, enforcing the Board's decision issued September 11, 1942, in C–2301.

Eugene Fruit Growers, entered June 2, 1943, enforcing the Board's decision issued May 3, 1943, in C–2602.

Fruit Growers Supply Co., entered November 30, 1942, enforcing the Board's decision issued August 3, 1942, in C–2143.

Golden Turkey Mining Co., entered February 2, 1943, modifying and enforcing as modified the Board's decision issued August 22, 1941, in C–1765.

Hirsch Mercantile Co., entered May 4, 1943, enforcing the Board's decision issued November 5, 1942, in C–2178.

Leach Relay Co., Inc., entered March 16, 1943, enforcing the Board's decision issued November 25, 1942, in C–2280.

Pacific Gas & Electric Co., entered May 10, 1943, enforcing the Board's decision issued December 31, 1942, in C–2186.

Seattle Times Company, entered November 16, 1942, enforcing the Board's decision issued August 31, 1942, in C–2293.

TENTH CIRCUIT

Alexander Film Co., et al, entered February 10, 1943, enforcing the Board's desision January 2, 1943, in C–2475.

American Development Co., entered September 11, 1942, enforcing the Board's decision issued August 26, 1942, in C–2294.

Atlas Milling Co., entered January 12, 1943, enforcing the Board's decision issued December 26, 1942, in C–2444.

Beck Mining Co., entered October 5, 1942, enforcing the Board's decision issued Sepember 11, 1942, in C–2298.

Gardin Mining & Milling Co., entered February 10, 1943, enforcing the Board's decision issued January 1, 1943, in C–2445.

Davis-Big Chief Mining Co., entered February 10, 1943, enforcing the Board's decision issued December 29, 1942, in C–2470.

Davis-Big Chief Mining Co., et al., entered February 10, 1943, enforcing the Board's decision issued December 29, 1942, in C–2471.

E. H. Moore, Inc., entered January 4, 1943, enforcing the Board's decision issued April 30, 1942, in C–1938.

Evans Wallower Zinc, Inc., entered December 10, 1942, enforcing the Board's decision issued November 23, 1942, in C–2412.

F. W. Evans, entered October 26, 1942, enforcing the Board's decision issued September 18, 1942, in C–2308.

Inland Manufacturing Co., Inc., entered February 10, 1943, enforcing the Board's decision issued February 5, 1943, in C–2521.

Lawyers Lead & Zinc Co., entered September 3, 1942, enforcing the Board's decision issued August 8, 1942, in C–2272.

Oklahoma Tire & Supply Co., entered July 28, 1942, enforcing the Board's decision issued July 2, 1942, in C–2232, 3.

Rialto Mining Corporation, entered September 19, 1942, enforcing the Board's decision issued August 15, 1942, in C–2283.

Turvey Packing Co., entered January 9, 1943, enforcing the Board's decision issued December 26, 1942, in C–2447.

W. J. Cochrane, entered October 22, 1942, enforcing the Board's decision issued September 29, 1942, in C–2329.

D. C. APPEALS

1. *District Wholesale Drug Corporation*, entered January 21, 1943, enforcing the Board's decision issued December 24, 1942, in C–2455.

CONSENT DECREES FILED AND PENDING ENTRY

N. L. R. B. v. *Attalla Mfg. Co.* (C. C. A. 5). Board decision issued June 16, 1943.

N. L. R. B. v. *Samuel Cohen, d/b/a Carefree Wear Co.* (C. C. A. 8). Board decision issued June 17, 1943.

N. L. R. B. v. *Collins Radio Co.* (C. C. A. 8). Board decision issued May 25, 1943.

N. L. R. B. v. *Crowley, Milner & Co.* (C. C. A. 6). Board decision issued June 24, 1943.

N. L. R. B. v. *General Petroleum Corporation of California.* (C. C. A. 9). Board decision issued May 8, 1943.

N. L. R. B. v. *Hydramatic Die Co.* (C. C. A. 9). Board decision issued May 20, 1943.

N. L. R. B. v. *Loose-Wiles Biscuit Co. et al.* (C. C. A. 5). Board decision issued June 15, 1943.

N. L. R. B. v. *J. D. Lynch Mfg. Co.* (C. C. A. 9). Board decision issued June 12, 1943.

N. L. R. B. v. *Southern Nevada Telephone Co.* (C. C. A. 9). Board decision issued June 11, 1943.

N. L. R. B. v. *Stein-Way Clothing Co. et al.* (C. C. A. 6). Board decision issued June 16, 1943.

N. L. R. B. v. *Travins Leather Product Corp.* (C. C. A. 3). Board decision issued June 15, 1943.

N. L. R. B. v. *Virginia Stage Lines, Inc.* (C. C. A. 5). Board decision issued June 14, 1943.

II. Proceedings Relating to Issues Bearing Upon Compliance With Decrees

A. Proceedings to Adjudge in Contempt for Failure to Comply

1. Adjudged in contempt:
   N. L. R. B. v. *American Mfg. Co.*, 132 F (2d) 740 (C. C. A. 5) [1]
   Corning Glass Works v. *N. L. R. B.*, 129 F (2d) 967 (C. C. A. 2) [2]
   N. L. R. B. v. *Rath Packing Co.*, 130 F (2d) 540 (C. C. A. 8)
   N. L. R. B. v. *Reed & Prince Mfg. Co.*, 130 F (2d) 765 (C. C. A. 1)
   N. L. R. B. v. *Remington Rand, Inc.*, 130 F (2d) 919 (C. C. A. 2) [3]
   N. L. R. B. v. *Schreiber Milling & Grain Co.*, (C. C. A. 8), March 16, 1940.
2. Adjudicated by consent:
   N. L. R. B. v. *Empire Ordnance Co.* (C. C. A. 3), October 15, 1942.[4]
3. Dismissed:
   N. L. R. B. v. *Arcade Sunshine Co.*, 132 F (2d) 8 (App. D. C.)
   N. L. R. B. v. *El Paso Electric Co.*, 133 F (2d) 168 (C. C. A. 5)
   Kansas City Power & Light Co. v. *N. L. R. B.*, 137 F (2d) 77 (C. C. A. 8)
4. Withdrawn:
   N. L. R. B. v. *Joseph R. Gregory* (C. C. A. 5)
5. Disposed of on compliance before adjudication:
   (a) After hearing before Court
      N. L. R. B. v. *Delaware & New Jersey Ferry Co.* (C. C. A. 3) September 17, 1942
   (b) Before hearing
      N. L. R. B. v. *Empire Ordnance Co.* (C. C. A. 3) [4]
      Rapid Roller Co. v. *N. L. R. B.* (C. C. A. 7)
      N. L. R. B. v. *Standard Trouser Co.* (C. C. A. 4) [5]
      Stewart Die Casting Co. v. *N. L. R. B.* (C. C. A. 7)
      N. L. R. B. v. *Tovrea Packing Co.* (C. C. A. 9)
      Tyne Co. v. *N. L. R. B.* (C. C. A. 7)

---

[1] Certiorari denied 63 S. Ct. 1030.

[2] One issue was remanded to the Board and disposed of by mutual agreement.

[3] Still pending for disposition of back-pay issues referred to Master.

[4] Vice president of one corporate respondent adjudicated in contempt; the other respondents complied pursuant to a compliance stipulation.

[5] Pending for investigation of new alleged violations.

(c) After reference to Master

N. L. R. B. v. *Peter Pan Co.* (C. C. A. 6)

N. L. R. B. v. *Quality Art Novelty Co.* (C. C. A. 2)

6. Pending:

N. L. R. B. v. *Remington Rand, Inc.* (C. C. A. 2) [1]

N. L. R. B. v. *Standard Trouser Co.* (C. C. A. 4) [2]

N. L. R. B. v. *Sunshine Mining Co.* (C. C. A. 9)

B. Compliance Litigation Not Involving Contempt

1. Motion to construe decree:

N. L. R. B. v. *Hudson Motor Car Co.*, 136 F (2d) 385 (C. C. A. 6). Court upheld Board's interpretation of back-pay provision.

N. L. R. B. v. *Greenebaum Tanning Co.*, 129 F (2d) 427 (C. C. A. 7). Court dismissed employer's petition to construe consent decree.

2. Motion by Board to remand to it for computation of amount of back pay due under decree:

N. L. R. B. v. *Empire Worsted Mills Co.* (C. C. A. 2). Motion granted May 17, 1943.

3. Petition by Board to vacate back-pay provision of decree and to remand to Board for further proceedings in light of newly discovered evidence:

Eagle-Picher Mining & Smelting Co. v. *N. L. R. B.* (C. C. A. 8). Pending.

4. Petition by Board to revise procedure for remitting back pay to accord with changed conditions since decree:

Douglas Aircraft Co. v. *N. L. R. B.* (C. C. A. 9). Pending. [3]

III. Special Litigation

American Broach Employees Ass'n v. *N. L. R. B.* (Circuit Court Chancery. Washtenaw County, No. 0–273). Petition to enjoin American Broach & Machine Co. from giving effect to Board order. Injunction dissolved.

American Mfg. Co. v. *N. L. R. B.* (N. D. Tex., Civil Action No. 420). Complaint for declaratory judgment against the Board, its Regional Director, Field Examiner, and certain individuals. Summons quashed as to Board. Motion granted as to Board Regional Director, Field Examiner, and individuals. (Board appeal pending C. C. A. 5, No. 10498.)

Henry R. Anderson, Jr. v. *N. L. R. B.* (C. C. A. 7, No. 8146). Petition to review Board refusal to issue complaint. Petition dismissed. Motion (Supreme Court, Oct. Term 1942) for leave to file petition for premptory writ of mandamus. Motion denied.

Guy Anthony v. *N. L. R. B.* (C. C. A. 9). Petition for leave to file in *forma pauperis* petition for review of Board's refusal to issue complaint. Petition denied.

Richard Hail Brown v. *N. L. R. B.* (C. C. A. 5, No .10282). On appeal from District Court's order enforcing Board subpena (Case settled and appeal dismissed.)

[1] Still pending for disposition of back-pay issues referred to Master.

[2] Pending for investigation of new violations.

[3] Granted July 27, 1943.

Charles Pfeiffer v. *Borum Bros.* (Superior Court, Los Angeles, Calif., No. 47530). Subpena enforcement against Board Regional Director. Denied.

Capitol Greyhound Lines v. *N. L. R. B.* (S. D. Ohio, No. 603). Complaint for declaratory judgment and to set aside Board certification. Dismissed without prejudice.

Central Dispensary & Emergency Hospital v. *N. L. R. B.* (D. C., No. 15829). Petition to enjoin Board election. Petition dismissed.

Independent Association of Mine Workers v. *N. L. R. B.* (C. C. A. 10, No. 2722). Motion to stay Board order denied.

Inland Container Corp. v. *N. L. R. B.* (C. C. A. 6, No. 9515). Petition to adduce additional evidence in R–4811. Pending.

Marine Engineer's Beneficial Ass'n v. *N. L. R. B.* (C. C. A. 2). Petition to review Board refusal to issue complaint. Petition dismissed.

Monarch Pattern & Foundry Co. v. *N. L. R. B.* (S. D. Calif., Civil Action No. 2568–B). Petition to enjoin Board from seeking information allegedly confidential and declaratory judgment. Petition dismissed. (Pending on appeal C. C. A. 9).

Oregon Shipbuilding Corporation, et al. and Kaiser Company v. *N. L. R. B.* (District Court, Oregon, Civil Action No. 1744). Complaint to restrain Board from holding hearing. Dismissed.

Spokane Aluminum Trades Council v. *N. L. R. B.* (E. D. Wash.). Petition to enjoin Board from holding election. Petition dismissed.

Startex Mills v. *N. L. R. B.* (S. D. W. D. So. Carolina, No. 372). Petition to enjoin Board election. Petition quashed.

State of Florida, ex rel. J. Tom Watson, Attorney General v. *N. L. R. B.* (State Court, Florida). Petition to enjoin Board investigation. Restraining order entered.

Thompson Products, Inc. v. *N. L. R. B.* (C. C. A. 6, No. 9427). Petition of writ of prohibition. Dismissed.

APPENDIX E

STATUTORY PROVISIONS ADMINISTERED BY N. L. R. B

APPENDIX E

NATIONAL LABOR RELATIONS ACT

(49 Stat. 449)

AN ACT

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

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

FINDINGS AND POLICY

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

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

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

adjustment of industrial disputes arising out of differences as to wages, hours, or other working conditions, and by restoring equality of bargaining power between employers and employees.

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

DEFINITIONS

SEC. 2. When used in this Act—

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

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

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

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

(5) The term "labor organization" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole

or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

(6) The term "commerce" means trade, traffic, commerce, transportation, or communication among the several States, or between the District of Columbia or any Territory of the United States and any State or other Territory, or between any foreign country and any State, Territory, or the District of Columbia, or within the District of Columbia or any Territory, or between points in the same State but through any other State or any Territory or the District of Columbia or any foreign country.

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

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

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

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

(11) The term "old Board" means the National Labor Relations Board established by Executive Order Numbered 6763 of the President on June 29, 1934, pursuant to Public Resolution Numbered 44, approved June 19, 1934 (48 Stat. 1183), and reestablished and continued by Executive Order Numbered 7074 of the President of June 15, 1935, pursuant to Title I of the National Industrial Recovery Act (48 Stat. 195) as amended and continued by Senate Joint Resolution 133 [1] approved June 14, 1935.

NATIONAL LABOR RELATIONS BOARD

SEC. 3. (a) There is herby created a board, to be known as the "National Labor Relations Board" (hereinafter referred to as the "Board"), which shall be composed of three members, who shall be

[1] So in original.

appointed by the President, by and with the advice and consent of the Senate. One of the original members shall be appointed for a term of one year, one for a term of three years, and one for a term of five years, but their successors shall be appointed for terms of five years each, except that any individual chosen to fill a vacancy shall be appointed only for the unexpired term of the member whom he shall succeed. The President shall designate one member to serve as the chairman of the Board. Any member of the Board may be removed by the President, upon notice and hearing, for neglect of duty or malfeasance in office, but for no other cause.

(b) A vacancy in the Board shall not impair the right of the remaining members to exercise all the powers of the Board, and two members of the Board shall, at all times, constitute a quorum. The Board shall have an official seal which shall be judicially noticed.

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

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

(b) Upon the appointment of the three original members of the Board and the designation of its chairman, the old Board shall cease

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

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

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

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

RIGHTS OF EMPLOYEES

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

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

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

(2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other sup-

port to it: *Provided,* That subject to rules and regulations made and published by the Board pursuant to section 6 (a), an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay.

(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: *Provided,* That nothing in this Act, or in the National Industrial Recovery Act (U. S. C., Supp. VII, title 15, secs. 701–712), as amended from time to time, or in any code or agreement approved or prescribed thereunder, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization (not established, maintained, or assisted by any action defined in this Act as an unfair labor practice) to require, as a condition of employment, membership therein, if such labor organization is the representative of the employees as provided in section 9 (a), in the appropriate collective bargaining unit covered by such agreement when made.

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

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

REPRESENTATIVES AND ELECTIONS

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

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

(c) Whenever a question affecting commerce arises concerning the representation of employees, the Board may investigate such controversy and certify to the parties, in writing, the name or names of the

representatives that have been designated or selected. In any such investigation, the Board shall provide for an appropriate hearing upon due notice, either in conjunction with a proceeding under section 10 or otherwise, and may take a secret ballot of employees, or utilize any other suitable method to ascertain such representatives.

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

PREVENTION OF UNFAIR LABOR PRACTICES

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

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

rules of evidence prevailing in courts of law or equity shall not be controlling.

(c) The testimony taken by such member, agent, or agency or the Board shall be reduced to writing and filed with the Board. Thereafter, in its discretion, the Board upon notice may take further testimony or hear argument. If upon all the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this Act. Such order may further require such person to make reports from time to time showing the extent to which it has complied with the order. If upon all the testimony taken the Board shall be of the opinion that no person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue an order dismissing the said complaint.

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

(e) The Board shall have power to petition any circuit court of appeals of the United States (including the Court of Appeals of the District of Columbia), or if all the circuit courts of appeals to which application may be made are in vacation, any district court of the United States (including the Supreme Court of the District of Columbia), within any circuit or district, respectively, wherein the unfair labor practice in question occurred or wherein such person resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the Board. Upon such filing, the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction of the proceeding and of the question determined therein, and shall have power to grant such temporary relief or restraining order as it deems just and proper, and to make

and enter upon the pleadings, testimony, and proceedings set forth in such transcript a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board. No objection that has not been urged before the Board, its member, agent or agency, shall be considered by the court, unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances. The findings of the Board as to the facts if, supported by evidence, shall be conclusive. If either party shall apply to the court for leave to adduce additional evidence and shall show to the satisfaction of the court that such additional evidence is material and that there were reasonable grounds for the failure to adduce such evidence in the hearing before the Board, its member, agent, or agency, the court may order such additional evidence to be taken before the Board, its member, agent, or agency, and to be made a part of the transcript. The Board may modify its findings as to the facts, or make new findings, by reason of additional evidence so taken and filed, and it shall file such modified or new findings, which, if supported by evidence shall be conclusive, and shall file its recommendations, if any, for the modification or setting aside of its original order. The jurisdiction of the court shall be exclusive and its judgment and decree shall be final, except that the same shall be subject to review by the appropriate circuit court of appeals if application was made to the district court as hereinabove provided, and by the Supreme Court of the United States and upon writ of certiorari or certification as provided in sections 239 and 240 of the Judicial Code, as amended (U. S. C., title 28, secs. 346 and 347).

(f) Any person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may obtain a review of such order in any circuit court of appeals of the United States in the circuit wherein the unfair labor practice in question was alleged to have been engaged in or wherein such person resides or transacts business, or in the Court of Appeals of the District of Columbia, by filing in such a court a written petition praying that the order of the Board be modified or set aside. A copy of such petition shall be forthwith served upon the Board, and thereupon the aggrieved party shall file in the court a transcript of the entire record in the proceeding, certified by the Board, including the pleading and testimony upon which the order complained of was entered and the findings and order of the Board. Upon such filing, the court shall proceed in the same manner as in the case of an application by the Board under

subsection (e), and shall have the same exclusive jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper, and in like manner to make and enter a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board; and the findings of the Board as to the facts, if supported by evidence, shall in like manner be conclusive.

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

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

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

INVESTIGATORY POWERS

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

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

(2) In case of contumacy or refusal to obey a subpena issued to

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

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

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

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

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

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

LIMITATIONS

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

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

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

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

Approved, July 5, 1935.

WAR LABOR DISPUTES ACT [1]

AN ACT

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

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

Definitions

SEC. 2. As used in this Act—

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

(b) The term "war contract" means—

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

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

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

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

(B) any building, structure or facility;

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

(D) any component material or part of or equipment for any article described in subparagraph (A), (B), or (C);

the production, manufacture, construction, reconstruction, installation, maintenance, storage, repair, mining, or transportation of which by the contractor in question is found by the President as being contracted for in the prosecution of the war.

[1] Act of June 25, 1943, Public Law No. 89, 78th Congress.

(c) The term "war contractor" means the person producing, manufacturing, constructing, reconstructing, installing, maintaining, storing, repairing, mining, or transporting under a war contract or a person whose plant, mine, or facility is equipped for the manufacture, production, or mining of any articles or materials which may be required in the prosecution of the war or which may be useful in connection therewith; but such term shall not include a carrier, as defined in title I of the Railway Labor Act, or a carrier by air subject to title II of such Act.

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

Power of President to Take Possession of Plants

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

"The power of the President under the foregoing provisions of this section to take immediate possession of any plant upon a failure to comply with any such provisions, and the authority granted by this section for the use and operation by the United States or in its interests of any plant of which possession is so taken, shall also apply as hereinafter provided to any plant, mine, or facility equipped for the manufacture, production, or mining of any articles or materials which may be required for the war effort or which may be useful in connection therewith. Such power and authority may be exercised by the President through such department or agency of the Government as he may designate, and may be exercised with respect to any such plant, mine, or facility whenever the President finds, after investigation, and proclaims that there is an interruption of the operation of such plant, mine, or facility as a result of a strike or other labor disturbance, that the war effort will be unduly impeded or delayed by such interruption, and that the exercise of such power and authority is necessary to insure the operation of such plant, mine, or facility in the interest of the war effort: *Provided*, That whenever any such plant, mine, or facility has been or is hereafter so taken by reason of a strike, lock-out, threatened strike, threatened lock-out, work stoppage, or other cause, such plant, mine, or facility shall be returned to the owners thereof as soon as practicable, but in no event more than sixty days after the restoration of the productive efficiency thereof

prevailing prior to the taking of possession thereof: *Provided further*, That possession of any plant, mine, or facility shall not be taken under authority of this section after the termination of hostilities in the present war, as proclaimed by the President, or after the termination of the War Labor Disputes Act; and the authority to operate any such plant, mine, or facility under the provisions of this section shall terminate at the end of six months after the termination of such hostilities as so proclaimed."

Terms of Employment at Government-Operated Plants

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

Application to War Labor Board for Change in Terms of Employment at Government-Operated Plants

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

Interference with Government Operation of Plants

SEC. 6. (a) Whenever any plant, mine, or facility is in the possession of the United States, it shall be unlawful for any person (1) to coerce, instigate, induce, conspire with, or encourage any person, to interfere, by lock-out, strike, slow-down, or other interruption, with

the operation of such plant, mine, or facility, or (2) to aid any such lock-out, strike, slow-down, or other interruption interfering with the operation of such plant, mine, or facility by giving direction or guidance in the conduct of such interruption, or by providing funds for the conduct or direction thereof or for the payment of strike, unemployment, or other benefits to those participating therein. No individual shall be deemed to have violated the provisions of this section by reason only of his having ceased work or having refused to continue to work or to accept employment.

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

Functions and Duties of the National War Labor Board

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

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

(2) To decide the dispute, and provide by order the wages and hours and all other terms and conditions (customarily included in collective-bargaining agreements) governing the relations between the parties, which shall be in effect until further order of the Board. In making any such decision the Board shall con-

from to the provisions of the Fair Labor Standards Act of 1938, as amended; the National Labor Relations Act; the Emergency Price Control Act of 1942, as amended; and the Act of October 2, 1942, as amended, and all other applicable provisions of law; and where no other law is applicable the order of the Board shall provide for terms and conditions to govern relations between the parties which shall be fair and equitable to employer and employee under all the circumstances of the case.

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

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

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

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

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

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

Notice of Threatened Interruptions in War Production, Etc.

SEC. 8. (a) In order that the President may be apprised of labor disputes which threaten seriously to interrupt war production, and in order that employees may have an opportunity to express themselves,

free from restraint or coercion, as to whether they will permit such interruptions in wartime—

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

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

(3) On the thirtieth day after notice under paragraph (1) is given by the representative of the employees, unless such dispute has been settled, the National Labor Relations Board shall forthwith take a secret ballot of the employees in the plant, plants, mine, mines, facility, facilities, bargaining unit, or bargaining units, as the case may be, with respect to which the dispute is applicable on the question whether they will permit any such interruption of war production. The National Labor Relations Board shall include on the ballot a concise statement of the major issues involved in the dispute and of the efforts being made and the facilities being utilized for the settlement of such dispute. The National Labor Relations Board shall by order forthwith certify the results of such balloting, and such results shall be open to public inspection. The National Labor Relations Board may provide for preparing such ballot and distributing it to the employees at any time after such notice has been given.

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

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

Political Contributions by Labor Organizations

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

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

Termination of Act

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

Separability

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

[Extract from]

AMENDMENT, 1943, TO COMMUNICATIONS ACT OF 1934[6]

The Communications Act of 1934, as amended, is amended by adding at the end of Title II the following new section:

Consolidations and Mergers of Telegraph Carriers

SEC. 222. * * *

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

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

[6] Act of March 6, 1943, Public Law No. 4, 78th Cong.

the aggregate period during which such employee was in the employ, prior to such date of approval, of one or more of the carriers which are parties to the consolidation or merger.

(3) For a period of four years after the date of approval of any such consolidation or merger, any employee of any carrier which is a party to such consolidation or merger who was such an employee on such date of approval, and who is discharged as a result of such consolidation or merger, shall have a preferential hiring and employment status for any position for which he is qualified by training and experience over any person who has not theretofore been an employee of any such carrier.

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

(5) In the case of any consolidation or merger pursuant to this section, the consolidated or merged carrier shall accord to every employee or former employee, or representative or beneficiary of an employee or former employee, of any carrier which is a party to such consolidation or merger, the same pension, health, disability, or death insurance benefits, as were provided for prior to the date of approval of the consolidation or merger, under any agreement or plan of any carrier which is a party to the consolidation or merger which covered the greatest number of the employees affected by the consolidation or merger; except that in any case in which, prior to the date of approval of the consolidation or merger, an individual has exercised his right of retirement, or any right to health, disability, or death insurance benefits has accrued, under any agreement or plan of any carrier which is a party to the consolidation or merger, pension, health, disability, or death insurance benefits, as the case may be, shall be accorded in conformity with the agreement or plan under which such individual exercised such right of retirement or under which such right to benefits accrued. For purposes of determining and according the rights and benefits specified in this paragraph, any period spent in the employ of the carrier of which such individual was an employee at the time of the consolidation or merger shall be considered to have been spent in the employ of the consolidated or merged carrier. The application for approval of any consolidation or merger under this section shall

contain a guaranty by the proposed consolidated carrier that there will be no impairment of any of the rights or benefits specified in this paragraph.

(6) Any employee who, since August 27, 1940, has left a position, other than a temporary position, in the employ of any carrier which is a party to any such consolidation or merger, for the purpose of entering the military or naval forces of the United States, shall be considered to have been in the employ of such carrier during the time he is a member of such forces, and, upon making an application for employment with the consolidated or merged carrier within forty days from the time he is relieved from service in any of such forces under honorable conditions, such former employee shall be employed by the consolidated or merged carrier and entitled to the benefits to which he would have been entitled if he had been employed by one of such carriers during all of such period of service with such forces; except that this paragraph shall not require the consolidated or merged carrier, in the case of any such individual, to pay compensation, or to accord health, disability, or death insurance benefits, for the period during which he was a member of such forces. If any such former employee is disabled and because of such disability is no longer qualified to perform the duties of his former position but otherwise meets the requirements for employment, he shall be given such available employment at an appropriate rate of compensation as he is able to perform and to which his service credit shall entitle him.

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

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

(9) All employees of any carrier resulting from any such consolidation or merger, with respect to their hours of employment, shall retain the rights provided by any collective bargaining agreement in force

and effect upon the date of approval of such consolidation or merger until such agreement is terminated, executed, or superseded. Notwithstanding any other provision of this Act, any agreement not prohibited by law pertaining to the protection of employees may hereafter be entered into by such consolidated or merged carrier and the duly authorized representative or representatives of its employees selected according to existing law.

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

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

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

(Extract from)

FAIR LABOR STANDARDS ACT OF 1938 [1]

Maximum Hours

SEC. 7 (a) No employer shall, except as otherwise provided in this section, employ any of his employees who is engaged in commerce or in the production of goods for commerce—

[1] 52 Stat. 1060, 29 U. S. C., sec. 201 *et seq.*; Sec. 7 (b) (2) as amended by 55 Stat. 256.

(1) For a workweek longer than 44 hours during the first year from the effective date of this section,

(2) For a workweek longer than 42 hours during the second year from such date, or

(3) For a workweek longer than 40 hours after the expiration of the second year from such date,

unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

(b) No employer shall be deemed to have violated subsection (a) by employing any employee for a workweek in excess of that specified in such subsection without paying the compensation for overtime employment prescribed therein if such employee is so employed—

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

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

(3) For a period or periods of not more than 14 workweeks in the aggregate in any calendar year in an industry found by the Administrator to be of a seasonal nature,

and if such employee receives compensation for employment in excess of 12 hours in any workday, or for employment in excess of 56 hours in any workweek, as the case may be, at a rate not less than one and one-half times the regular rate at which he is employed.

(c) In the case of an employer engaged in the first processing of milk, whey, skimmed milk, or cream into dairy products, or in the ginning and compressing of cotton, or in the processing of cottonseed, or in the processing of sugar beets, sugar beet molasses, sugarcane, or maple sap, into sugar (but not refined sugar) or into sirup, the provisions of subsection (a) shall not apply to his employees in any place of employment where he is so engaged; and in the case of an employer engaged in the first processing of, or in canning or packing, perishable or seasonal fresh fruits or vegetables, or in the

APPENDIX F

These Rules and Regulations—Series 3—were published in the Federal Register on November 26, 1943, pursuant to the provisions of the Federal Register Act, as amended, 49 Stat. 500, 50 Stat. 304, 44 U. S. C., 1940 ed., Chapter 8B, Sections 301, *et seq.* Pursuant to Section 7 *et seq.* of the Federal Register Regulations, as amended, 6 F. R. 4397 D. I., 1 C. F. R. 2.7, these Rules and Regulations—Series 3—were published in codified form, in accordance with the general plan of numbering employed in the preparation of the Code of Federal Regulations. For convenience there is set forth below a comparative table identifying the various Sections of these Rules and Regulations as numbered herein and as published in the Federal Register on November 26, 1943.

Numbers appearing herein	Numbers appearing in Federal Register
ARTICLE I	
Section 1	Section 201.1
2	201.2
3	201.3
4	201.4
5	201.5
6	201.6
ARTICLE II	
Section 1	Section 201.1
2	202.2
3	202.3
4	202.4
5	202.5
6	202.6
7	202.7
8	202.8
9	202.9
10	202.10
11	202.11
12	202.12
13	202.13
14	202.14
15	202.15
16	202.16
17	202.17
18	202.18
19	202.19
20	202.10
21	202.21
22	202.22
23	220.23
24	202.24
25	202.25
26	202.26
27	202.27
ARTICLE II—Continued	
Section 28	Section 202.28
29	202.29
30	202.30
31	202.31
32	202.32
33	202.33
34	202.34
35	202.35
36	202.36
37	202.37
38	202.38
ARTICLE III	
Section 1	Section 203.1
2	203.2
3	203.3
4	203.4
5	203.5
6	203.6
7	203.7
8	203.8
9	203.9
10	203.10
11	203.11
12	203.12
13	203.13
ARTICLE IV	
Section 1	Section 204.1
2	204.2
3	204.3
4	204.4
ARTICLE V	
Section 1	Section 205.1
2	205.2
ARTICLE VI	
Section 1	Section 206.1
2	206.2
ARTICLE VII	
Section 1	Section 207.1
2	207.2
ARTICLE VIII	
Section 1	Section 208.1
2	208.2
ARTICLE IX	
Section 1	Section 209.1
ARTICLE X	
Section 1	Section 210.1
ARTICLE XI	
Section 1	Section 211.1

NATIONAL LABOR RELATIONS BOARD

Rules and Regulations

Series 3

(Effective November 26, 1943)

By virtue of the authority vested in it by the National Labor Relations Act, 49 Stat. 452, the National Labor Relations Board issued its Rules and Regulations—Series 3 (General Rules and Regulations) on November 8, 1943. The Rules and Regulations—Series 3—superseded the Rules and Regulations—Series 2—as amended (General Rules and Regulations) signed by the Board November 5, 1942, and all amendments to said Series 2—as amended, subsequently signed by the Board. Said Series 2—as amended, and all subsequent amendments thereto were thereby rescinded. The Rules and Regulations—Series 3—were published in the Federal Register on November 26, 1943, and became effective on that date. The following, in consolidated form, with headnotes, are those Rules and Regulations. These Rules and Regulations—Series 3 (General Rules and Regulations) shall continue in force and effect until amended or rescinded by rules and regulations hereafter made and published by the Board.

Signed at Washington, D. C., this 26th day of November 1943.

H. A. MILLIS, *Chairman*,
GERARD D. REILLY, *Member*,
JOHN M. HOUSTON, *Member*.

ARTICLE I

DEFINITIONS

SECTION 1. *Terms defined in Section 2 of the Act.*—The terms "person," "employer," "employee," "representatives," "labor organization," "commerce," "affecting commerce," and "unfair labor practice," as used herein, shall have the meanings set forth in Section 2 of the National Labor Relations Act, a copy of which Act is appended hereto.

SEC. 2. *Act, Board.*—The term "Act" as used herein shall mean the National Labor Relations Act, and the term "Board" shall mean the National Labor Relations Board.

SEC. 3. *Region.*—The term "Region" as used herein shall mean that part of the United States or any Territory thereof fixed by the Board as a particular Region.

SEC. 4. *Regional Director.*—The term "Regional Director" as used herein shall mean the agent designated by the Board as Regional Director for a particular Region.

SEC. 5. *Trial Examiner.*—The term "Trial Examiner" as used herein shall mean the Board, its member, agent, or agency conducting the hearing.

SEC. 6. *State.*—The term "State" as used herein shall include all States, Territories, and possessions of the United States and the District of Columbia.

ARTICLE II

PROCEDURE UNDER SECTION 10 OF THE ACT FOR THE PREVENTION OF UNFAIR LABOR PRACTICES

Charge

SECTION 1. *Who may file; withdrawal and dismissal.*—A charge that any person has engaged in or is engaging in any unfair labor practice affecting commerce may be made by any person or labor organization. A charge may be withdrawn only with the consent of the Regional Director with whom such charge was filed or of the Board. Upon withdrawal of any charge, any complaint based thereon shall be dismissed by the Regional Director issuing the complaint, by the Trial Examiner designated to conduct the hearing, or by the Board.

SEC. 2. *Where to file.*—Except as provided in Section 36 of this Article, such charge shall be filed with the Regional Director for the Region in which the alleged unfair labor practice has occurred or is occurring. A charge alleging that an unfair labor practice has occurred or is occurring in two or more Regions may be filed with the Regional Director for any of such Regions.

SEC. 3. *Form; jurat.*—Such charge shall be in writing, the original being signed and sworn to before any notary public or other person duly authorized by law to administer oaths and take acknowledgments or any agent of the Board authorized to administer oaths or acknowledgments. Three additional copies of such charge shall be filed. [1]

SEC. 4. *Contents.*—Such charge shall contain the following:

(*a*) The full name and address of the person or labor organization making the charge.

[1] A blank form for making a charge will be supplied by the Regional Director upon request.

(*b*) The full name and address of the person against whom the charge is made (hereinafter referred to as the "respondent").

(*c*) A clear and concise statement of the facts constituting the alleged unfair labor practices affecting commerce.

Complaint

SEC. 5. *When and by whom issued; contents; service.*—After a charge has been filed, if it appears to the Regional Director that formal proceedings in respect thereto should be instituted, he shall issue and cause to be served upon the respondent and the person or labor organization making the charge (hereinafter referred to as the "parties") a formal complaint in the name of the Board stating the charges and containing a Notice of Hearing before a Trial Examiner at a place therein fixed and at a time not less than ten days after the service of the complaint. A copy of the charge upon which the complaint is based shall be attached to the complaint.

Whenever the complaint contains allegations under Section 8 (2) of the Act, any labor organization referred to in such allegations shall be duly served with a copy of the complaint and Notice of Hearing. Whenever any labor organization, not the subject of Section 8 (2) allegation in the complaint, is a party to any contract with the respondent the legality of which is put in issue by any allegation of the complaint, such labor organization shall be made a party to the proceeding.

SEC. 6. *Hearing; extension.*—Upon his own motion or upon proper cause shown by any of the parties the Regional Director issuing the complaint may extend the date of such hearing.

SEC. 7. *Amendment.*—Any such complaint may be amended upon such terms as may be deemed just; prior to the hearing, by the Regional Director issuing the complaint; at the hearing and until the case has been transferred to the Board pursuant to Section 32 of this Article, upon motion, by the Trial Examiner designated to conduct the hearing; and after the case has been transferred to the Board pursuant to Section 32 of this Article at any time prior to the issuance of an order based thereon, by the Board.

SEC. 8. *Withdrawal.*—Any such complaint may be withdrawn before the hearing by the Regional Director on his own motion.

SEC. 9. *Review by Board of refusal to issue.*—If, after the charge has been filed, the Regional Director declines to issue a complaint, the person or labor organization making the charge may obtain a

review of such action by filing a request therefor with the Board in Washington, D. C., and filing a copy of such request with the Regional Director. This request shall contain a complete statement setting forth the facts and reasons upon which the request is based.

Answer

SEC. 10. *Answer to complaint; time for filing; contents; allegations not denied deemed admitted.*—The respondent shall have the right, within ten days from the service of the complaint, to file an answer thereto. Such answer shall contain a short and simple statement of the facts which constitute the grounds of defense. The respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Any allegation in the complaint not specifically denied in the answer, unless the respondent shall state in the answer that the respondent is without knowledge, shall be deemed to be admitted to be true and may be so found by the Board.

SEC. 11. *Where to file; form; jurat; service upon other parties.*—The answer shall be filed with the Regional Director issuing the complaint. It shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the post office address of the respondent. The respondent shall file three additional copies of the answer. Immediately upon filing his answer the respondent shall serve a copy thereof upon each of the other parties.

SEC. 12. *Extension of time for filing.*—Upon his own motion or upon proper cause shown by the respondent the Regional Director issuing the complaint may by written order extend the time within which the answer shall be filed.

SEC. 13. *Amendment.*—The respondent may amend his answer at any time prior to the hearing. During the hearing or subsequent thereto, he may amend his answer in any case where the complaint has been amended, within such period as may be fixed by the Trial Examiner or the Board. Whether or not the complaint has been amended, the answer may, in the discretion of the Trial Examiner or the Board, upon motion, be amended upon such terms and within such periods as may be fixed by the Trial Examiner or the Board.

Motions

SEC. 14. *Motions; where to file prior to hearing and during hearing; contents; service on other parties.*—All motions made prior to the hearing shall be filed in writing with the Regional Director issuing the complaint, and shall briefly state the order or relief applied for and the grounds for such motion. The moving party shall file an original and four additional copies of all such motions. Immediately upon the filing of such motion, the moving party shall serve a copy thereof upon each of the other parties. All motions made at the hearing (except motions to intervene, as provided in Section 19 of this Article) shall be made in writing to the Trial Examiner or stated orally on the record.

SEC. 15. *Rulings on motions; where to file motion after hearing and before transfer of case to Board.*—The Trial Examiner designated to conduct the hearing shall rule upon all motions (except as provided in Sections 6, 12, 19, and 34 of this Article). The Trial Examiner may, before the hearing, rule on motions filed prior to the hearing, and shall file his ruling, and any order in connection therewith, with the Regional Director issuing the complaint. The Regional Director shall cause copies thereof to be served upon the parties. All motions filed subsequent to the hearing, but before the transfer of the case to the Board pursuant to Section 32 of this Article, shall be filed with the Trial Examiner by filing with the Chief Trial Examiner in Washington, D. C., and a copy thereof shall be served upon each of the parties. Rulings by the Trial Examiner on motions, and any orders in connection therewith, if announced at the hearing, shall be stated orally on the record; in all other cases such rulings and orders shall be issued in writing and filed with the Regional Director, who shall cause a copy of the same to be served upon each of the parties, or shall be contained in the Intermediate Report. Whenever the Trial Examiner has reserved his ruling on any motion, and the proceeding is thereafter transferred to and continued before the Board pursuant to Section 36 of this Article, the Board shall rule on such motion.

SEC. 16. *Motions; rulings and orders part of record; rulings not to be appealed directly to Board without special permission.*—All motions, rulings, and orders shall become part of the record. Rulings by the Regional Director and by the Trial Examiner on motions, and by the Trial Examiner on objections, and orders in connection therewith, shall not be appealed directly to the Board except by special permission of the Board, but shall be considered by the Board in reviewing

the record, if exception is taken to the rulings or order when made and included in the statement of Exceptions filed with the Board, pursuant to Section 33 of this Article.

SEC. 17. *Review of granting of motion to dismiss entire complaint; reopening of record.*—If any motion in the nature of a motion to dismiss the complaint in its entirety is granted by the Trial Examiner, the party making the charge may obtain a review of such action by filing a request therefor with the Board in Washington, D. C., stating the grounds for review, and filing a copy of such request with the Regional Director and serving copies upon the parties. Unless such request for review is filed within ten days from the date of the order of dismissal, the case shall be considered closed. The Board may, upon motion made within a reasonable period and for good cause shown, reopen the record for further proceedings.

SEC. 18. *Filing of answer or other participation in proceeding not a waiver of rights.*—The right to make motions or to make objection to rulings upon motions shall not be deemed waived by the filing of an answer or by other participation in the proceedings before the Trial Examiner or the Board.

Intervention

SEC. 19. *Intervention; requisites; rulings on motions to intervene.*—Any person or labor organization desiring to intervene in any proceeding shall file a motion in writing setting out the grounds upon which such person or organization claims to be interested. Prior to the hearing such motion shall be filed with the Regional Director issuing the complaint; during the hearing such motion shall be filed with the Trial Examiner. The original of such motion shall be signed and sworn to by the person or labor organization filing the motion, and shall be accompanied by four additional copies. Immediately upon filing such motion, the moving party shall serve a copy thereof upon each of the other parties. The Regional Director shall rule upon all such motions filed prior to the hearing, and shall cause a copy of said ruling to be served upon each of the parties, or shall refer the motion to the Trial Examiner for ruling. The Trial Examiner shall rule upon all such motions filed at the hearing or referred to him by the Regional Director, in the manner set forth in Section 15 of this Article. The Regional Director or the Trial Examiner, as the case may be, may by order permit intervention in person or by counsel to such extent and upon such terms as he shall deem just.

Witnesses, Depositions, and Subpenas

SEC. 20. *Examination of witnesses; depositions.*—Witnesses shall be examined orally under oath, except that for good cause shown, after the issuance of a complaint, testimony may be taken by deposition.

(*a*) Applications to take depositions shall be in writing setting forth the reasons why such depositions should be taken, the name and post-office address of the witness, the matters concerning which it is expected the witness will testify, and the time and place proposed for the taking of the deposition, together with the name and address of the person before whom it is desired that the deposition be taken (for the purposes of this Section hereinafter referred to as the "officer"). Such application shall be made to the Regional Director prior to the hearing, to the Trial Examiner during and subsequent to the hearing but before transfer of the case to the Board pursuant to Section 32 or 36 of this Article. Such application shall be served upon the Regional Director or the Trial Examiner, as the case may be, and upon the other parties, not less than seven days (when the deposition is taken within the continental United States) and fifteen days (if the deposition is to be taken elsewhere) prior to the time when it is desired that the deposition be taken. The Regional Director or Trial Examiner, as the case may be, shall, upon receipt of the application, if in his discretion good cause has been shown, make and serve upon the parties an order which will specify the name of the witness whose deposition is to be taken, the time when, the place where, and shall contain a designation of the officer before whom the witness is to testify, who may or may not be the same officer as that specified in the application. Such order shall be served upon all parties by the Regional Director or the Trial Examiner.

(*b*) Such deposition may be taken before any officer authorized to administer oaths by the laws of the United States or of the place where the examination is held, including any agent of the Board authorized to administer oaths. If the examination is held in a foreign country, it may be taken before any Secretary of Embassy or Legation, Consul General, Consul, Vice Consul, or Consular Agent of the United States.

(*c*) At the time and place specified in said order the officer designated to take such deposition shall permit the witness

to be examined and cross-examined under oath by all the parties appearing, and his testimony shall be reduced to typewriting by the officer or under his direction. All objections to questions or evidence shall be deemed waived unless made at the examination. The officer shall not have power to rule upon any objections but he shall note them upon the deposition. The testimony shall be subscribed by the witness in the presence of the officer who shall attach his certificate stating that the witness was duly sworn by him, that the deposition is a true record of the testimony and exhibits given by the witness and that said officer is not of counsel or attorney to any of the parties nor interested in the event of the proceeding or investigation. If the deposition is not signed by the witness because he is ill, dead, cannot be found, or refuses to sign it, such fact shall be included in the certificate of the officer and the deposition may then be used as fully as though signed. The officer shall immediately deliver an original and two copies of said transcript, together with his certificate, in person or by registered mail to the Regional Director or the Trial Examiner, care of the Chief Trial Examiner, Washington, D. C., as the case may be.

(*d*) The Trial Examiner shall rule upon the admissibility of the deposition or any part thereof.

(*e*) All errors or irregularities in compliance with the provisions of this Section shall be deemed waived unless a motion to suppress the deposition or some part thereof is made with reasonable promptness after such defect is or, with due diligence, might have been ascertained.

(*f*) If the parties so stipulate in writing, depositions may be taken before any person at any time or place, upon any notice and in any manner, and when so taken may be used like other depositions.

SEC. 21. *Issuance of subpenas; requisites of application for.*—Any member of the Board may issue subpenas requiring the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence, or documents that relate to any matter under investigation or in question, before the Board, its member, agent, or agency, conducting the hearing or investigation. Applications for subpenas may be filed by any party prior to the hearing with the Regional Director. The Regional Director may grant or deny the application, or may refer it to the Trial Examiner, who may

thereafter grant or deny the application. Application for subpenas made during the hearing shall be made to the Trial Examiner who may grant or deny the application. Such applications shall be timely, and shall specify the name of the witness and the nature of the facts to be proved by him, and, if calling for documents, must specify the same with such particularity as will enable them to be identified for purposes of production.

SEC. 22. *Payment of witness fees and mileage; fees of persons taking depositions.*—Witnesses summoned before the Trial Examiner shall be paid the same fees and mileage that are paid witnesses in the courts of the United States, and witnesses whose depositions are taken and the persons taking the same shall severally be entitled to the same fees as are paid for like services in the courts of the United States. Witness fees and mileage shall be paid by the party at whose instance the witnesses appear and the person taking the deposition shall be paid by the party at whose instance the deposition is taken.

Hearing

SEC. 23. *Who shall conduct; to be public unless otherwise ordered.*—The hearing for the purpose of taking evidence upon a complaint shall be conducted by a Trial Examiner designated by the Board or the Chief Trial Examiner. At any time a Trial Examiner may be designated to take the place of the Trial Examiner previously designated to conduct the hearing. Such hearings shall be public unless otherwise ordered by the Trial Examiner.

SEC. 24. *Duty of Trial Examiner; powers of Board counsel and Trial Examiners.*—It shall be the duty of the Trial Examiner to inquire fully into the facts as to whether the respondent has engaged in or is engaging in an unfair labor practice affecting commerce as set forth in the complaint or amended complaint. Counsel for the Board, and the Trial Examiner, shall have power to call, examine and cross-examine witnesses, and to introduce into the record documentary or other evidence.

SEC. 25. *Rights of parties.*—Any party shall have the right to appear at such hearing in person, by counsel, or otherwise, to call, examine and cross-examine witnesses, and to introduce into the record documentary or other evidence.

SEC. 26. *Rules of evidence not controlling.*—In any such proceeding the rules of evidence prevailing in courts of law or equity shall not be controlling.

SEC. 27. *Stipulations of fact admissible.*—In any such proceeding stipulations of fact may be introduced in evidence with respect to any issue.

SEC. 28. *Objection to conduct of hearing; how made; objections not waived by further participation.*—Any objection with respect to the conduct of the hearing, including any objection to the introduction of evidence, may be stated orally or in writing, accompanied by a short statement of the grounds of such objection, and included in the record. No such objection shall be deemed waived by further participation in the hearing.

SEC. 29. *Filing of briefs with Trial Examiner and oral argument at hearing.*—Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall not be included in the stenographic report of the hearing unless the Trial Examiner so directs. Any party shall be entitled, upon request made at or before the close of the hearing, to file a brief with the Trial Examiner, who may fix the time for such filing.

SEC. 30. *Continuance and adjournment.*—In the discretion of the Trial Examiner, the hearing may be continued from day to day, or adjourned to a later date or to a different place, by announcement thereof at the hearing by the Trial Examiner, or by other appropriate notice. The Chief Trial Examiner may, at any time prior to the service of the Intermediate Report, upon appropriate notice to the parties, direct that the hearing be reopened.

SEC. 31. *Contemptuous conduct; refusal of witness to answer questions.*—Contemptuous conduct at any hearing before a Trial Examiner or before the Board shall be ground for exclusion upon the hearing. The refusal of a witness at any such hearing to answer any question which has been ruled to be proper shall, in the discretion of the Trial Examiner, be ground for the striking out of all testimony previously given by such witness on related matters.

Intermediate Report and Transfer of Case to the Board

SEC. 32. *Intermediate Report; contents; service; transfer of case to Board.*—After a hearing for the purpose of taking evidence upon a complaint, the Trial Examiner shall prepare an Intermediate Report. Such report shall contain (*a*) findings of fact, and (*b*) recommendations as to what disposition of the case should be made, which may include, if it be found that the respondent has engaged in or is engaging in the alleged unfair labor practice, a recommendation for such affirmative

action by the respondent as will effectuate the policies of the Act. The Intermediate Report shall be transmitted to the Chief Trial Examiner, who shall thereupon file the original of the Intermediate Report with the Board, and cause a copy thereof to be served upon each of the parties. Upon the filing of the Intermediate Report, the Board shall enter an order transferring the case to the Board and shall serve copies of the order, setting forth the date of such transfer, upon each of the parties and the Regional Director.

The charge upon which the complaint was issued and any amendments thereto, the complaint and any amendments thereto, Notice of Hearing, answer and any amendments thereto, motions, rulings, orders, the stenographic report of the hearing, stipulations, exhibits, documentary evidence, and depositions, together with the Intermediate Report and Exceptions, shall constitute the record in the case.

Exceptions to the Record and Proceeding

SEC. 33. *Exceptions; time for filing; where to file; service on parties; extension of time; effect of failure to include matter in exception.*— Within fifteen days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of this Article, any party or counsel for the Board may file with the Board at Washington, D. C., an original and four copies of a statement in writing setting forth such Exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of the statement of Exceptions and brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. Upon proper cause shown, the Board may extend the period within which to file a statement of Exceptions or brief.

No matter not included in a statement of Exceptions may thereafter be objected to before the Board, and failure to file a statement of Exceptions shall operate as a submission of the case to the Board on the record.

Should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten days after the date of the entry of the order transferring the case to the Board (or in Board cases the date of filing the Intermediate Report) pursuant to Section 32 of this Article. The Board shall

notify the parties of the time and place for oral argument, if such permission is granted.

SEC. 34. *Filing of motion after transfer of case to Board.*—All motions filed after the case has been transferred to the Board, pursuant to Section 32 of this Article, shall be filed with the Board in Washington, D. C., by transmitting an original and three copies thereof and serving additional copies upon the Regional Director and upon each of the parties.

Procedure Before the Board

SEC. 35. *Action of Board upon expiration of time to file Exceptions to Intermediate Report; oral arguments before and filing of briefs with Board; action of Board where Trial Examiner finds no unfair labor practices and no Exceptions filed; reopening of record.*—Upon the expiration of the period for filing a statement of Exceptions and brief, as provided in Section 33 of this Article, the Board may decide the matter forthwith upon the record, or after oral argument, or may reopen the record and receive further evidence before a member of the Board or other agent or agency, or may close the case upon compliance with the recommendations of the Intermediate Report, or may make other disposition of the case.

Where the Trial Examiner has found in his Intermediate Report that the respondent has not engaged in and is not engaging in any of the alleged unfair labor practices affecting commerce, and no Exceptions have been filed within the period for filing a statement of Exceptions as provided for in Section 33 of this Article, the case shall be considered closed. The Board may, upon motion made within a reasonable period and upon proper cause shown, reopen the record for further proceedings in accordance with this Section.

SEC. 36. *Proceedings before Board; filing charges with Board; transfer of charge and proceeding from Region to Board or to another Region; consolidation of proceedings in same Region; severance.*—Whenever the Board deems it necessary in order to effectuate the purposes of the Act, it may permit a charge to be filed with it in Washington, D. C., or may, at any time after a charge has been filed with a Regional Director pursuant to Section 2 of this Article, order that such charge, and any proceeding which may have been instituted in respect thereto—

(*a*) be transferred to and continued before it, for the purpose of consolidation with any other proceeding which may have been instituted by the Board, or for any other purpose; or

(*b*) be consolidated for the purpose of hearing, or for any other purpose, with any other proceeding which may have been instituted in the same Region; or

(*c*) be transferred to and continued in any other Region, for the purpose of consolidation with any proceeding which may have been instituted in or transferred to such other Region, or for any other purposes,

(*d*) be severed from any other proceeding with which it may have been consolidated pursuant to this Section.

The provisions of Sections 3 to 31, inclusive, of this Article shall, insofar as applicable, apply to proceedings before the Board pursuant to this Section, and the powers granted to Regional Directors in such provisions shall, for the purpose of this Section, be reserved to and exercised by the Board. After the transfer of any charge and any proceeding which may have been instituted in respect thereto from one Region to another pursuant to this Section, the provisions of Sections 3 to 35, inclusive, of this Article, shall apply to such charge and such proceeding as if the charge had originally been filed in the Region to which the transfer is made.

SEC. 37. *Procedure before the Board in cases over which it has assumed jurisdiction.*—After a hearing for the purpose of taking evidence upon the complaint in any proceeding over which the Board has assumed jurisdiction in accordance with Section 36 of this Article, the Board may—

(*a*) direct that the Trial Examiner prepare an Intermediate Report, in which case the provisions of Sections 32 to 35, inclusive, of the Article shall insofar as applicable govern susbequent procedure, and the powers granted to Regional Directors in such provisions shall for the purpose of this Section be reserved to and exercised by the Board; or

(*b*) reopen the record and receive further evidence before a member of the Board, or other agent or agency; or

(*c*) issue proposed findings of fact, proposed conclusions of law, and proposed order; or

(*d*) make other disposition of the case.

Within fifteen days from the date of filing the Intermediate Report pursuant to paragraph (*a*) of this Section, or from the date of issuance of proposed findings of fact, proposed conclusions of law, and proposed order, pursuant to paragraph (*c*) of this Section, any party or counsel

for the Board may file with the Board at Washington, D. C., an original and four copies of a statement in writing setting forth such Exceptions to the Intermediate Report, or to the proposed findings, conclusions, and order, as the case may be, or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of the statement of Exceptions and brief the party or counsel for the Board filing the same shall serve copies with the Regional Director. Upon proper cause shown, the Board may extend the period within which to file a statement of Exceptions or brief.

Should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten days after the date of the Intermediate Report or the date of the proposed findings, conclusions, and order, as the case may be. The Board shall notify the parties of the time and place for the oral argument, if such permission is granted. Thereafter the Board shall forthwith decide the matter or make other disposition of the case.

SEC. 38. *Modification or setting aside of order of Board before record filed in court; action thereafter.*—Until a transcript of the record in a case shall have been filed in a court, within the meaning of Section 10 of the Act, the Board may at any time upon reasonable notice modify or set aside, in whole or in part, any findings of fact, conclusions of law, or order made or issued by it. Thereafter the Board may proceed pursuant to Section 36 or 37 of this Article, or make any other disposition of the case.

ARTICLE III

PROCEDURE UNDER SECTION 9 (C) OF THE ACT FOR THE INVESTIGATION AND CERTIFICATION OF REPRESENTATIVES

SECTION 1. *Who may file; where to file; withdrawal of petition; form; jurat.*—A petition to investigate and certify under Section 9 (c) of the Act the name or names of representatives designated or selected for the purpose of collective bargaining may be filed by an employee or any person or labor organization acting on behalf of employees, or by an employer. Prior to the hearing thereon, pursuant to Sections 3 and 6 of this Article, a petition may be withdrawn only with the consent of the Board or of the Regional Director with whom such petition was filed. During the hearing, and thereafter, a petition may be withdrawn only with the consent of the Board. Whenever

the Board or the Regional Director approves the withdrawal of any petition the case shall be closed. Except as provided in Section 11 of this Article, such petition shall be filed with the Regional Director for the Region wherein the contemplated bargaining unit exists, or, if the contemplated bargaining unit exists in two or more Regions, with the Regional Director for any of such Regions. Such petition shall be in writing, the original being signed and sworn to before any notary public or other person duly authorized by law to administer oaths and take acknowledgments or any agent of the Board authorized to administer oaths or acknowledgments. Three copies of the petition shall be filed.[2]

SEC. 2. *Same; contents.*—(*a*) Such petition, when filed by an employee or any person or labor organization acting on behalf of employees, shall contain the following:

(1) The name and address of the petitioner.

(2) The name and address of the employer or employers involved and the general nature of their business.

(3) A brief statement setting forth the nature of the question affecting commerce that has arisen concerning the representation of employees.

(4) Any other relevant facts.

(*b*) Such petition, when filed by an employer shall contain the following:

(1) The name and address of the petitioner.

(2) The general nature of petitioner's business.

(3) A brief statment setting forth that a question or controversy affecting commerce has arisen concerning the representation of employees in that two or more labor organizations have presented to the employer conflicting claims that each represents a majority of the employees in the unit or units claimed to be appropriate.

(4) Any other relevant facts.

SEC. 3. *Same; investigation by Regional Director; definition of parties; Notice of Hearing; service of notice; withdrawal of notice.*—After a petition has been filed, if it appears to the Regional Director that an investigation should be instituted he shall institute such

[2] Blank forms for filing such petitions will be supplied by the Regional Director upon request.

investigation by issuing a Notice of Hearing, provided that the Regional Director shall not institute an investigation on a petition filed by an employer unless it appears to the Regional Director that two or more labor organizations have presented to the employer conflicting claims that each represents a majority of the employees in the bargaining unit or units claimed to be appropriate. The Regional Director shall prepare and cause to be served upon the petitioners and upon the employer or employers involved (all of whom are hereinafter referred to as "the parties"), and upon any known individuals or labor organizations purporting to act as representatives of any employees directly affected by such investigation, a Notice of Hearing upon the question of representation before a Trial Examiner at a time and place fixed therein, provided that when the petition is filed by an employer the Regional Director shall serve the Notice of Hearing on the employer petitioner and on the labor organizations named in the petition (all of whom are hereinafter referred to as "the parties"), and upon any known individuals or labor organizations purporting to act as representatives of any employees directly affected by such investigation. A copy of the petition shall be served with such Notice of Hearing. Any such Notice of Hearing may be withdrawn before the hearing by the Regional Director on his own motion.

SEC. 4. *Appeals to Board by petitioner from action of Regional Director.*—If, after a petition has been filed, the Regional Director declines to institute an investigation, the employee, person, labor organization, or employer filing the petition may obtain a review of such action by filing a request therefor with the Board in Washington, D. C., and filing a copy of such request with the Regional Director. This request shall contain a complete statement setting forth the facts and reasons upon which the request is based.

SEC. 5. *Same; motions; interventions; witnesses; subpenas.*—All matters relating to motions, intervention, witnesses, and subpenas shall be governed by the provisions of Sections 14 to 22 of Article II, inclusive, of these Rules and Regulations insofar as applicable, except that the references to "the Regional Director issuing the complaint" shall for the purposes of this Article, mean the Regional Director issuing the Notice of Hearing, and references to the "complaint" shall for the purposes of this Article mean the petition. Motions to dismiss petitions if made prior to the hearing, shall be filed with the Regional Director, and if made during the hearing, with the Trial Examiner, and shall be referred to the Board for appropriate action.

SEC. 6. *Conduct of hearing.*—The hearing upon the question of representation shall be conducted by a Trial Examiner designated by the Board or the Chief Trial Examiner, and shall be open to the public unless otherwise ordered by the Trial Examiner. At any time a Trial Examiner may be designated to take the place of the Trial Examiner previously designated to conduct the hearing. It shall be the duty of the Trial Examiner to inquire fully into the question of representation. Counsel for the Board, and the Trial Examiner, shall have power to call, examine and cross-examine witnesses, and to introduce into the record documentary and other evidence.

SEC. 7. *Introduction of evidence and rights of parties at hearing.*—The introduction of evidence at the hearing and the rights of the parties shall be governed by Sections 25, 26, 27, 28, 30, and 31 of Article II of these Rules and Regulations, insofar as applicable.

SEC. 8. *Record; what constitutes; transmission to Board.*—Upon the close of the hearing the Regional Director shall forward to the Board in Washington, D. C., the petition, Notice of Hearing, motions, rulings, orders, the stenographic report of the hearing, stipulations, exhibits, documentary evidence, and depositions, all of which shall constitute the record in the proceeding.

SEC. 9. *Proceeding before Board; briefs; further hearing; Direction of Election; Certification of Representatives.*—The Board shall thereupon proceed, either forthwith upon the record, or after oral argument or the submission of briefs, or after further hearing, as it may determine, to direct a secret ballot of the employees in order to complete the investigation, or to certify to the parties the name or names of the representatives that have been designated or selected, or to make other disposition of the matter. Should any party desire to file a brief with the Board, the original and three copies thereof shall be filed with the Board at Washington, D. C., within seven days after the close of the hearing. Immediately upon such filing, the party filing the same shall serve a copy thereof upon each of the other parties.

SEC. 10. *Election procedures, Tally of the Ballots; Objections; Report on Challenged Ballots; Report on Objections; Exceptions; action of Board; hearing; contents of record.*—Where the Board determines that a secret ballot should be taken, it shall direct an election to be conducted under the supervision of a designated agent upon such terms as it may specify. Upon the conclusion of such election, the designated agent shall cause to be furnished to the parties a Tally of the Ballots. Within five (5) days thereafter, the parties may file with the designated agent an

original and three copies of Objections to the conduct of the election or conduct affecting the results of the election. Copies thereof shall be served upon each of the other parties by the party filing such Objections.

If no such Objections are filed within five (5) days after the conclusion of the election, and if the challenged ballots are insufficient in number to affect the result of the election, the designated agent shall forthwith forward to the Board in Washington, D. C., the Tally of the Ballots which, together with the record previously made, shall constitute the record in the case, and the Board may thereupon decide the matter forthwith upon the record, or may make other disposition of the case.

If Objections are filed to the conduct of the election or conduct affecting the results of the election or if the challenged ballots are sufficient in number to affect the result, the designated agent shall investigate the issues raised by such Objections, challenges, or both, and shall prepare and serve upon the parties a Report on the Challenged Ballots, Objections, or both, including his recommendations, which report, together with the Tally of the Ballots, he shall forward to the Board in Washington, D. C. Within five (5) days from the date of the Report on Challenged Ballots, Objections, or both, the parties may file with the Board in Washington, D. C., an original and three copies of Exceptions to such report. Immediately upon the filing of such Exceptions, the party filing the same shall serve a copy thereof upon each of the other parties, and shall file a copy with the designated agent. If no Exceptions are filed to such report the Board, upon the expiration of the period for filing such Exceptions, may decide the matter forthwith upon the record, or may make other disposition of the case.

The Report on Challenged Ballots shall be consolidated with the Report on Objections in appropriate cases.

If Exceptions are duly filed, either to the Report on Challenged Ballots, Objections, or both if it be a consolidated report, or to conduct affecting the results of the election and it appears to the Board that such Exceptions do not raise substantial and material issues with respect to the conduct or results of the election, the Board may decide the matter forthwith upon the record, or may make other disposition of the case. If it appears to the Board that such Exceptions raise substantial and material issues, the Board may direct the designated agent or other agent of the Board to issue, and cause to be served upon

the parties, a Notice of Hearing on said Exceptions before a Trial Examiner, designated by the Board or the Chief Trial Examiner. The hearing shall be conducted in accordance with the provisions of Sections 5, 6, and 7 of this Article, insofar as applicable. Upon the close of the hearing, the agent conducting the hearing shall forward to the Board in Washington, D. C., the Notice of Hearing, motions, rulings, orders, stenographic report of the hearing, stipulations, Exceptions, documentary evidence, all of which, together with the Objections to the conduct of the election or conduct affecting the results of the election, the Report on such Objections, the Report on Challenged Ballots, and Exceptions to the Report on Objections or to the Report on Challenged Ballots, and the record previously made, shall constitute the record in the case. The Board shall thereupon proceed pursuant to Section 9 of this Article.

SEC. 11. *Run-Off Elections.*—(*a*) The agent designated pursuant to the provisons of Section 10 of this Article to conduct the election, shall conduct a run-off election, without further order of the Board, when the results in the election are inconclusive because no choice on the ballot in the election received a majority of the valid ballots cast and when no objections are filed as provided in Section 10 of this Article, provided that a written request by any representative entitled to appear on the run-off ballot pursuant to this Section is submitted to him within ten days after the date of the election. Only one run-off election shall be held pursuant to this Section.

(*b*) Employees who were eligible to vote in the election and who are employed in an eligible category on the date of the run-off election shall be eligible to vote in a run-off election.

(*c*) The ballot in the run-off election shall provide for a selection between the two choices that received the largest and the second largest number of valid votes cast in the election, except as provided in this subsection.

(1) In the event the number of votes cast for "neither" in an inconclusive election in which the ballot provided for a choice among two representatives and "neither" is less than the number cast for one representative, but more than or equal to the number cast for the other representative, or if the votes are equally divided among the three choices, the run-off ballot shall provide for a choice between the two representatives.

(2) In the event the number of votes cast for "none" in an inconclusive election, in which the ballot provided for a choice

among three or more representatives and "none," is equal to the number cast for the representative with the largest number of votes, or is less than the number cast for the representative with the largest number of votes but more than or the same as the number cast for the representative with the second largest number of votes as among representatives, or is the same as the number cast for each of the two highest representatives, the run-off ballot shall provide for a choice between the two representatives.

(3) In the event the number of votes cast for "none" in an inconclusive election, in which the ballot provided for a choice among three or more representatives and "none," is less than the number cast for the representative with the largest number of votes and more than the number cast for any other representative but an equal number of votes is cast for each of two or more such other representatives, the run-off ballot shall provide for a choice among the three or more representatives, provided, however, that in the event such run-off election is inconclusive no further run-off shall be conducted.

(4) No representative shall be accorded a place on the run-off ballot unless that representative received at least twenty percent of the valid votes cast in the election.

(*d*) Upon the conclusion of the run-off election, the agent who conducted the run-off election, the parties, and the Board shall proceed pursuant to Section 10 of this Article, insofar as applicable.

SEC. 12. *Hearing waived by stipulation; consent election agreements; consent cross-check agreements.*—After a petition has been filed and it appears to the Regional Director that an investigation should be instituted, the parties and any known individuals or labor organizations representing a substantial number of the employees involved may, nevertheless, with the approval of the Regional Director, by stipulation, waive a hearing and in lieu thereof enter into an agreement determining the appropriate unit, the time and place of holding the election, and the pay roll to be used in determining what employees within the appropriate unit shall be eligible to vote. The method of conducting such election and the post-election procedure shall be consistent with that followed by the Regional Director in conducting elections directed by the Board and with Sections 10 and 11 of Article III, of these Rules and Regulations.

After a petition has been filed and it appears to the Regional Director that an investigation should be instituted, the parties and

any known individuals or labor organizations representing a substantial number of the employees involved may, with the approval of the Regional Director, enter into a consent election agreement or consent cross-check agreement leading to a statement by the Regional Director of the facts ascertained after such consent election or cross check but not resulting in a certification by the Board under Section 9 (c) of the Act. Such agreement shall include a determination of the appropriate unit, the time and place of holding the election, and the pay roll to be used in determining what employees within the appropriate unit shall be eligible to vote or to be counted. Such consent election or consent cross check shall be conducted under the direction and supervision of the Regional Director.

The method of conducting such consent election shall be consistent with the method followed by the Regional Director in conducting elections directed by the Board, pursuant to Section 9, Article III, of these Rules and Regulations, except that the rulings of the Regional Director shall be final, and the statement by the Regional Director of the results thereof shall be final. The method of conducting such consent cross check shall be set forth in the consent cross-check agreement. The rulings of the Regional Director on all matters shall be final, and the statement by the Regional Director of the results thereof shall be final.

SEC. 13. *Proceedings before Board; filing petition with Board; investigation upon motion of Board; transfer of petition and proceeding from Region to Board or to another Region; consolidation of proceedings in same Region; severance; procedure before Board in cases over which it has assumed jurisdiction*:—Whenever the Board deems it necessary in order to effectuate the purposes of the Act, it may—

(*a*) permit a petition requesting an investigation and certification to be filed with it, and may upon the filing of such petition proceed to conduct an investigation under Section 9 (c) of the Act, or direct a Regional Director, or other agent or agency to conduct such an investigation; or

(*b*) upon its own motion conduct, or direct any member, Regional Director, or other agent or agency to conduct an investigation under Section 9 (c) of the Act; or

(*c*) at any time after a petition has been filed with a Regional Director pursuant to Section 1 of this Article, order that such

petition and any proceeding which may have been instituted in respect thereto—

(1) be transferred to and continued before it, for the purpose of consolidation with any proceeding which may have been instituted by the Board, or for any other purpose; or

(2) be consolidated, for the purpose of hearing, or for any other purpose, with any other proceeding which may have been instituted in the same Region; or

(3) be transferred to and continued in any other Region, for the purpose of consolidation with any proceeding which may have been instituted in such other Region, or for any other purpose,

(4) be severed from any other proceeding with which it may have been consolidated.

The provisions of this Article shall insofar as applicable, apply to proceedings conducted pursuant to subsections (*a*), (*b*), and (*c*) (1) of this Section, and the powers granted to the Regional Director in such provisions shall for the purpose of this Section be reserved to and exercised by the Board, or by the Regional Director, or other agent or agency, directed to conduct the investigation. After the transfer of any petition and any proceeding which may have been instituted in respect thereto from one Region to another pursuant to subsection (*c*) (3) of this Section, the provisions of this Article shall apply to such proceedings as if the petition had originally been filed in the Region to which the transfer is made.

Article IV

DESIGNATION OF REGIONAL DIRECTORS, EXAMINERS, AND ATTORNEYS AS AGENTS OF THE BOARD

Section 1. *Powers and duties of Regional Directors.*—All Regional Directors now or hereafter in the employ of the Board are herewith designated by the Board as its agents:

(*a*) To prosecute any inquiry necessary to the functions of the Board, in accordance with Section 5 of the Act.

(*b*) To investigate concerning the representation of employees (including the taking of secret ballots of employees) and conduct hearings in connection with such investigations, in accordance with Section 9 (c) of the Act.

(*c*) To issue and cause to be served complaints, to amend complaints, and to conduct hearings upon such complaints, in accordance with Section 10 (b) of the Act.

(*d*) To have access to and the right to copy evidence, to administer oaths and affirmations, to examine witnesses, and to receive evidence, in accordance with Section 11 (1) of the Act.

SEC. 2. *Powers and duties of Examiners.*—All Examiners now or hereafter in the employ of the Board are herewith designated by the Board as its agents:

(*a*) To prosecute any inquiry necessary to the functions of the Board, in accordance with Section 5 of the Act.

(*b*) To investigate concerning the representation of employees (including the taking of secret ballots of employees) in accordance with section 9 (c) of the Act.

(*c*) To have access to and the right to copy evidence, and to administer oaths and affirmations, in accordance with Section 11 (1) of the Act.

SEC. 3. *Powers and duties of attorneys.*—All attorneys now or hereafter in the employ of the Board are herewith designated by the Board as its agents:

(*a*) To prosecute any inquiry necessary to the functions of the Board, in accordance with Section 5 of the Act.

(*b*) To investigate concerning the representation of employees (including the taking of secret ballots of employees) and conduct hearings in connection with such investigation, in accordance with Section 9 (c) of the Act.

(*c*) To amend complaints issued under Section 10 (b) of the Act and to conduct hearings upon complaints issued in accordance with Section 10 (b) of the Act.

(*d*) To have access to and the right to copy evidence, to administer oaths and affirmations, to examine witnesses, and to receive evidence, in accordance with Section 11 (1) of the Act.

SEC. 4. *Special designation of agents.*—The foregoing designations shall not be construed to limit the power of the Board to make such special designation of agents as may in its discretion be necessary or proper to effectuate the purposes of the Act.

ARTICLE V

SERVICE OF PAPERS

SECTION 1. *Service of process and papers; proof of service.*—Complaints, orders, and other process and papers of the Board, its member, agent, or agency, may be served personally or by registered mail or by telegraph or by leaving a copy thereof at the principal office or place of business of the person required to be served. The verified return by the individual so serving the same, setting forth the manner of such service shall be proof of the same, and the return post-office receipt or telegraph receipt therefor when registered and mailed or telegraphed as aforesaid shall be proof of service of the same.

SEC. 2. *Same; by parties; proof of service.*—Service of papers by a party on other parties shall be made by registered mail or in any manner provided for the service of papers in a civil action by the law of the State in which the hearing is pending. When service is made by registered mail, the return post-office receipt shall be proof of service. When service is made in any manner provided by such law, proof of service shall be made in accordance with such law.

ARTICLE VI

CERTIFICATION AND SIGNATURE OF DOCUMENTS

SECTION 1. *Certification of papers and documents.*—The Chief of the Order Section, or in the event of his absence or disability whosoever may be designated by the Board in his place and stead, shall certify copies of all papers and documents which are a part of any of the files or records of the Board as may be necessary or desirable from time to time.

SEC. 2. *Signatures of orders and complaints.*—The Chief of the Order Section, or in the event of his absence or disability whosoever may be designated by the Board in his place and stead, is hereby authorized to sign all orders of the Board, and sign and issue all complaints authorized to be issued by the Board.

ARTICLE VII

RECORDS AND INFORMATION

SECTION 1. *Files, records, etc., in exclusive custody of Board and not subject to inspection; formal documents subject to inspection.*—All files, documents, reports, memoranda, and records, and the contents

thereof, whether in the Regional Offices of the Board or in its principal office in the District of Columbia, are in the exclusive control and custody of the Board for the purpose of administering and effectuating the policies of the Act; and are confidential and not subject to inspection or examination except that the formal documents described as the record in the case or proceeding and defined in Article II, Section 32; and Article III, Sections 8 and 10 of these Rules and Regulations, shall be open to inspection and examination during usual business hours, within the appropriate office of the Board, and true and correct copies thereof will be certified upon submission of such copies a reasonable time in advance of need.

SEC. 2. *Same; Board employees prohibited from producing files, records, etc., pursuant to subpena duces tecum, prohibited from testifying in regard thereto.*—No Regional Director, Examiner, Trial Examiner, attorney, specially designated agent, member of the Board, or other officer or employee of the Board shall produce or present any files, documents, reports, memoranda, or records of the Board or testify in behalf of any party to any cause pending in any court or before any Board, Commission, or other administrative agency of the United States or of any State, Territory, or the District of Columbia with respect to any information, facts, or other matter coming to his knowledge in his official capacity or with respect to the contents of any files, documents, reports, memoranda, or records of the Board, whether in answer to a subpena, subpena duces tecum or otherwise without the written consent of the Board or the Chairman of the Board. Whenever any subpena or subpena duces tecum calling for records or testimony as described hereinabove shall have been served upon any such persons or other officer or employee of the Board, he will, unless otherwise expressly directed by the Board or the Chairman of the Board, appear in answer thereto and respectfully decline by reason of this Rule to produce or present such files, documents, reports, memoranda or records of the Board or give such testimony.

ARTICLE VIII

PRACTICE BEFORE THE BOARD OF FORMER EMPLOYEES

SECTION 1. *Prohibition of practice before Board of its former Regional employees in cases pending in Region during employment.*—No person who has been an employee of the Board and attached to any of its Regional Offices shall engage in practice before the Board or its agents

in any respect or in any capacity in connection with any case or proceeding which was pending in any Regional Office to which he was attached during the time of his employment with the Board.

SEC. 2. *Same; application to former employees of Washington staff.*—No person who has been an employee of the Board and attached to the Washington staff shall engage in practice before the Board or its agents in any respect or in any capacity in connection with any case or proceeding pending before the Board or any of the Regional Offices during the time of his employment with the Board.

ARTICLE IX

CONSTRUCTION OF RULES

SECTION 1. *Rules to be liberally construed.*—These Rules and Regulations shall be liberally construed to effectuate the purposes and provisions of the Act.

ARTICLE X

ENFORCEMENT OF RIGHTS, PRIVILEGES, AND IMMUNITIES GRANTED OR GUARANTEED UNDER SECTION 222 (F), COMMUNICATIONS ACT OF 1934, AS AMENDED, TO EMPLOYEES OF MERGED TELEGRAPH CARRIERS

SECTION 1. All matters relating to the enforcement of rights, privileges, or immunities granted or guaranteed under Section 222 (f) of the Communications Act of 1934, as amended, shall be governed by the provisions of Articles I, II, IV, V, VI, VII, VIII, IX, and XI of these Rules and Regulations, insofar as applicable, except that reference in Article II to "unfair labor practices" or "unfair labor practices affecting commerce" shall for the purposes of this Article mean the denial of any rights, privileges, or immunities granted or guaranteed under Section 222 (f) of the Communications Act of 1934, as amended.

ARTICLE XI

AMENDMENTS

SECTION 1. *Amendment or rescission of rules.*—Any rule or regulation may be amended or rescinded by the Board at any time.

APPENDIX G

REGIONAL OFFICES

558154—44——16

APPENDIX G

REGIONAL OFFICES

First Region, Boston 8, Mass., Old South Building. Director, A. Howard Myers; attorney, Samuel G. Zack.

Second Region, New York 5, N. Y., 120 Wall Street. Director, Charles T. Douds; attorney, Alan F. Perl.

Third Region, Buffalo 2, N. Y., 1 West Genesee Street, Genesee Building. Director, Meyer S. Ryder; attorney, Peter J. Crotty.

Fourth Region, Philadelphia 7, Pa., 1500 Bankers Securities Building. Director, Bennet F. Schauffler; attorney, Geoffrey J. Cunniff.

Fifth Region, Baltimore 2, Md., 601 American Building. Director, William M. Aicher; attorney, Earle K. Shawe.

Sixth Region, Pittsburgh 22, Pa., 2107 Clark Building. Director, John F. LeBus; attorney, Stewart Sherman.

Seventh Region, Detroit 26, Mich., 1342 National Bank Building. Director, Frank H. Bowen; attorney, Harold A. Cranefield.

Eighth Region, Cleveland 13, Ohio, 713 Public Square Building. Director Walter E. Taag; attorney, Russell Packard.

Ninth Region, Cincinnati 2, Ohio, 445 U. S. Post Office and Court House. Director, Martin Wagner; attorney, Thomas E. Shroyer.

Branch Office—Architects Building, Indianapolis, Ind.

Tenth Region, Atlanta 3, Ga., 10 Forsyth Street Building. Director, Howard F. LeBaron; attorney, Paul S. Kuelthau.

Thirteenth Region, Chicago 3, Ill., Midland Building, Room 2200, 176 West Adams Street. Director, George J. Bott; attorney, Jack G. Evans.

Branch Office—Madison Building, Milwaukee, Wis.

Fourteenth Region, St. Louis 1, Mo., International Building, Chestnut and Eighth Streets. Director, Ross M. Madden; attorney, Charles K. Hackler.

Fifteenth Region, New Orleans 12, La., 820 Richards Building. Director, Charles H. Logan; attorney, William Strong.

Sixteenth Region, Fort Worth 2, Tex., Federal Court Building. Director, Edwin A. Elliott; attorney, Elmer P. Davis.

Seventeenth Region, Kansas City 6, Mo., 903 Grand Avenue, Temple Building. Director, Hugh E. Sperry; attorney, Clarence D. Musser.

Branch Office—Colorado Building, Denver, Colo.

Eighteenth Region, Minneapolis 4, Minn., Wesley Temple Building. Director, James M. Shields; attorney, Stephen M. Reynolds.

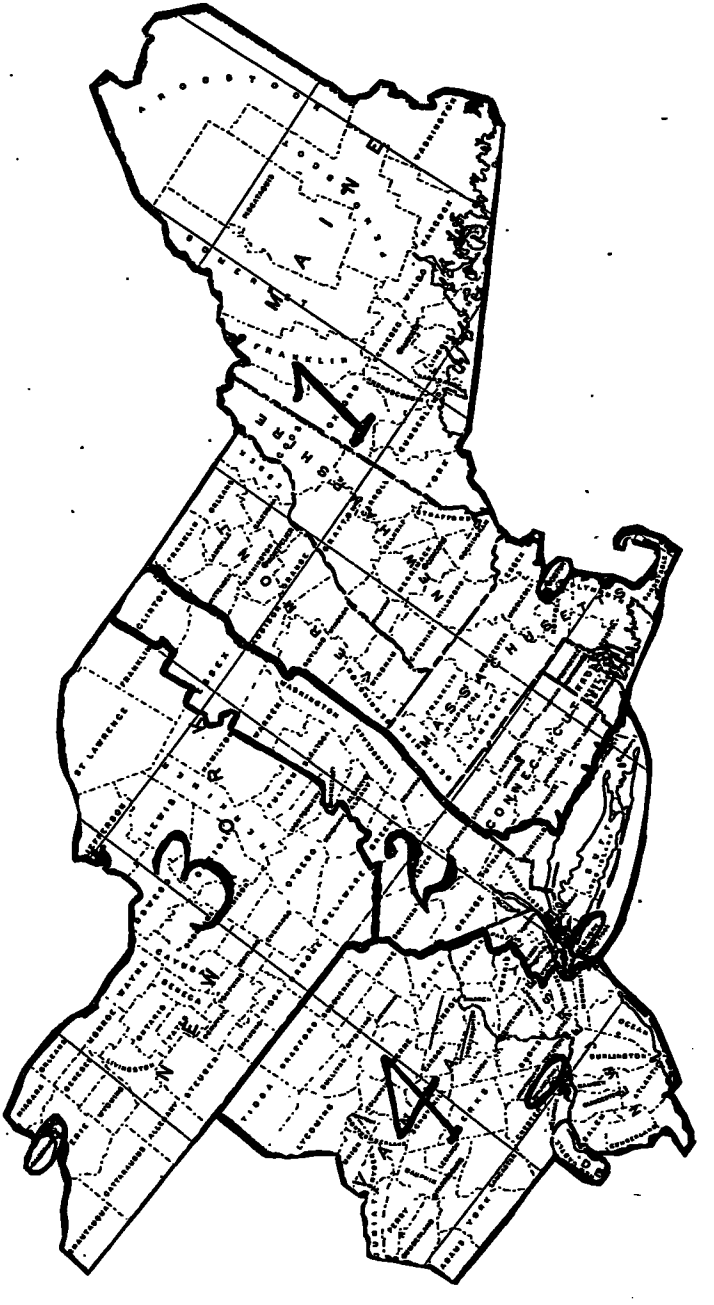
Nineteenth Region, Seattle 1, Wash., 806 Vance Building. Director, Thomas P. Graham, Jr.; attorney, William A. Babcock, Jr.

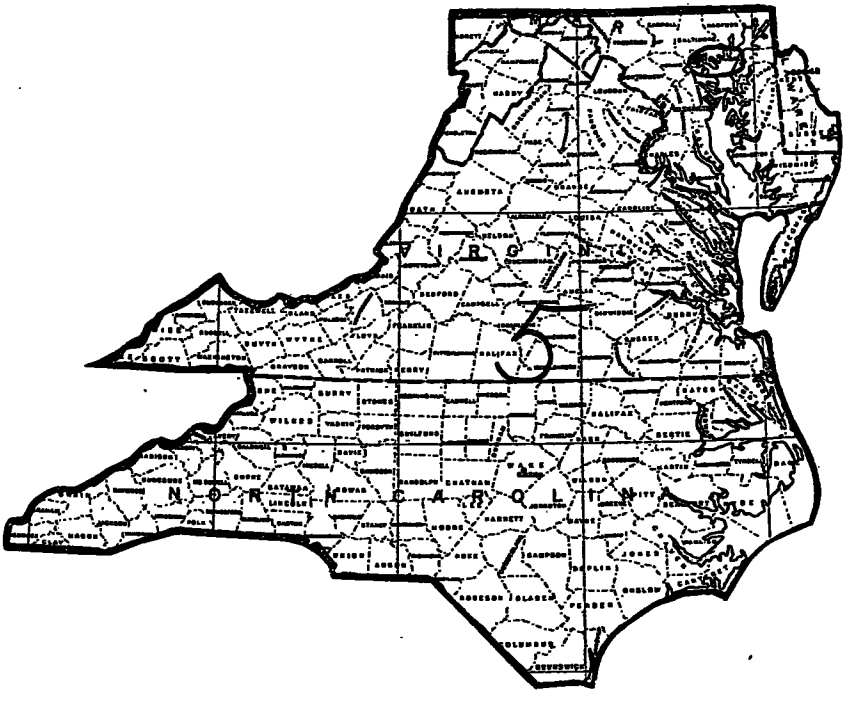
Twentieth Region, San Francisco 3, Calif., 1095 Market Street. Director, Joseph E. Watson; attorney, John P. Jennings.

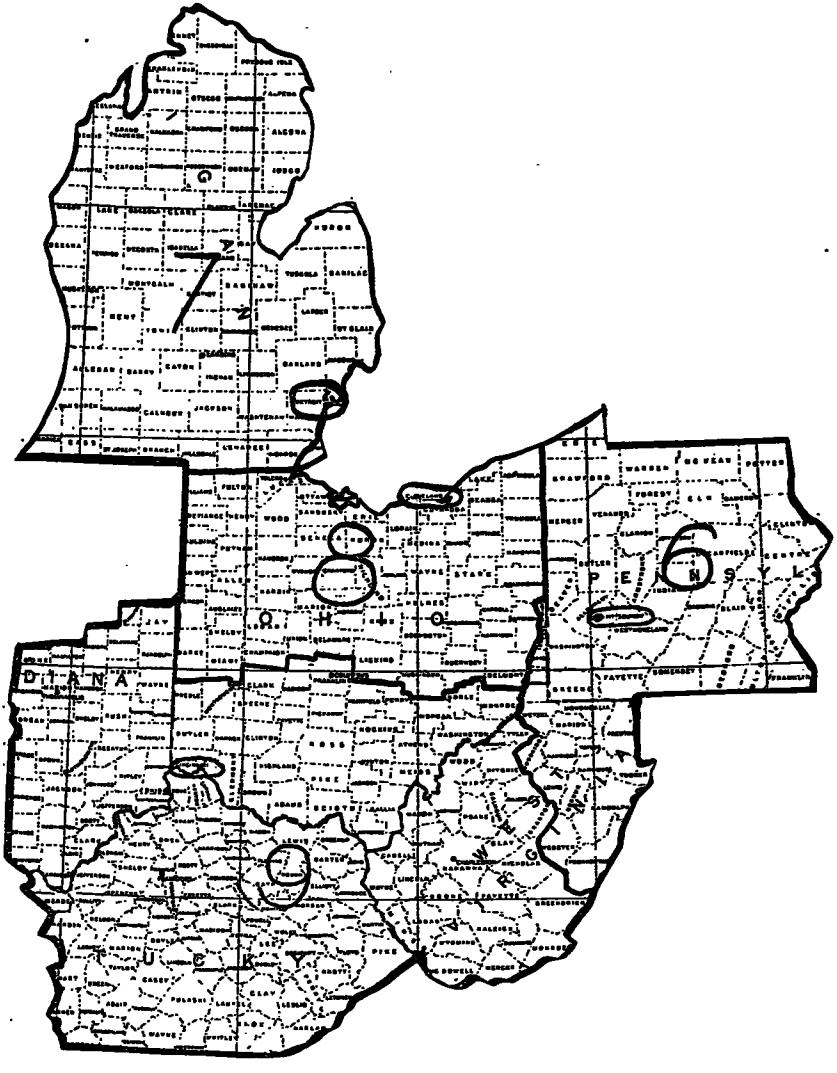
Twenty-first Region, Los Angeles 14, Calif., 111 West Seventh Street. Director, Elwyn J. Eagen; attorney, Maurice J. Nicoson.

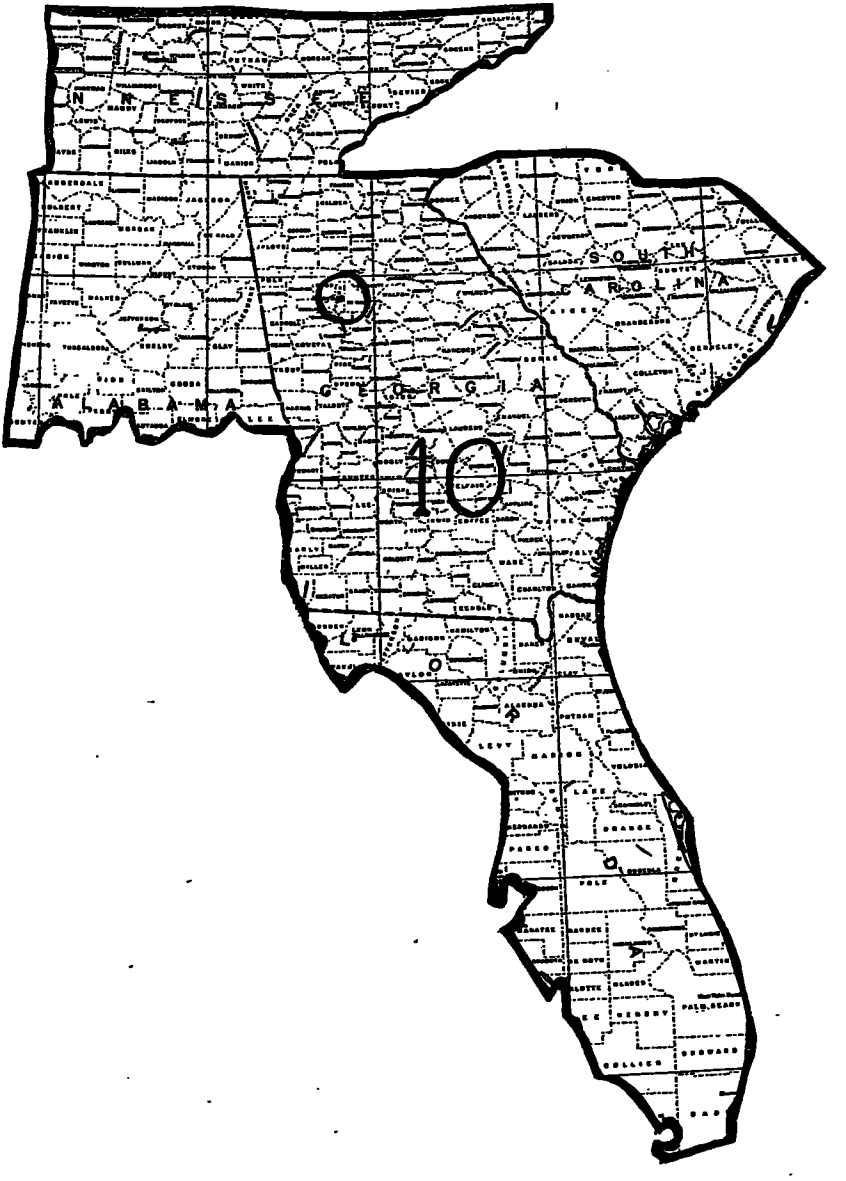
Twenty-third Region, Honolulu 2, T. H., 341 Federal Building. Director, Arnold L. Wills.

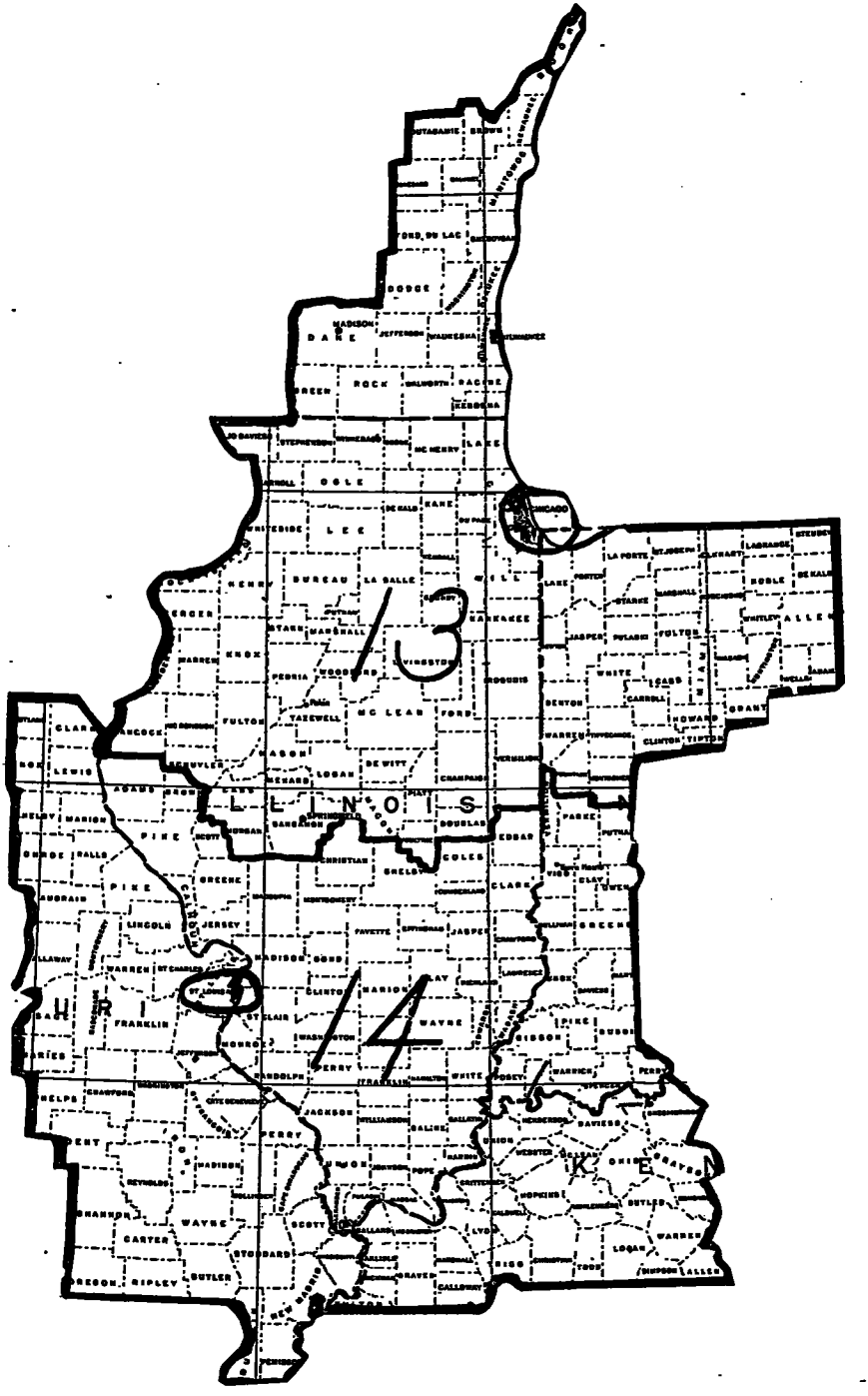
Twenty-fourth Region, San Juan 22, P. R., Post Office Box 4507. Director, James R. Watson.

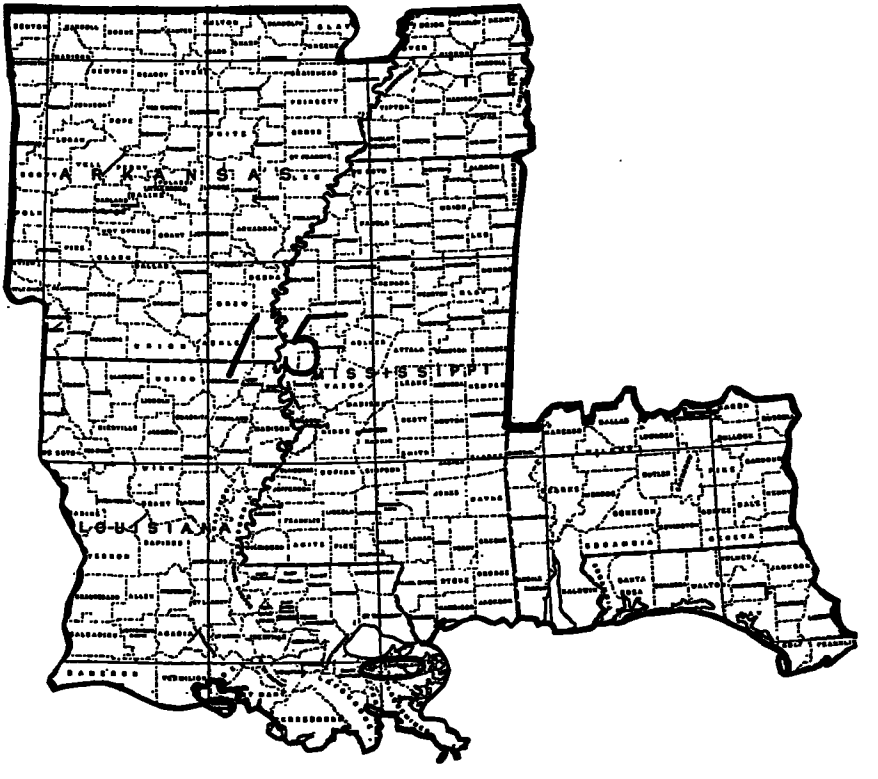

1
2
3
4
MAINE
NEW HAMPSHIRE
VERMONT
MASSACHUSETTS
CONNECTICUT
RHODE ISLAND
NEW YORK

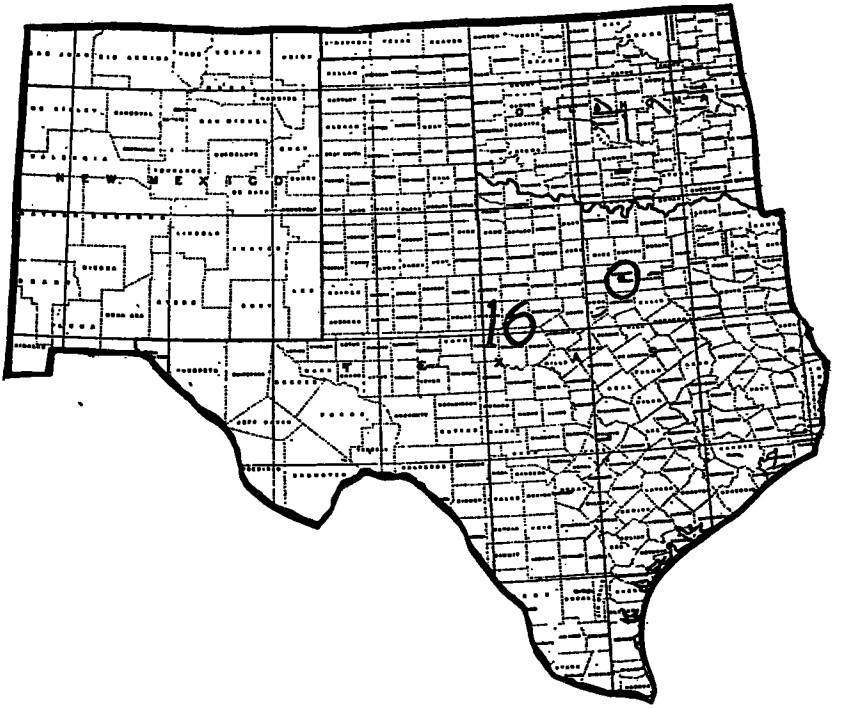

VIRGINIA
5
NORTH CAROLINA

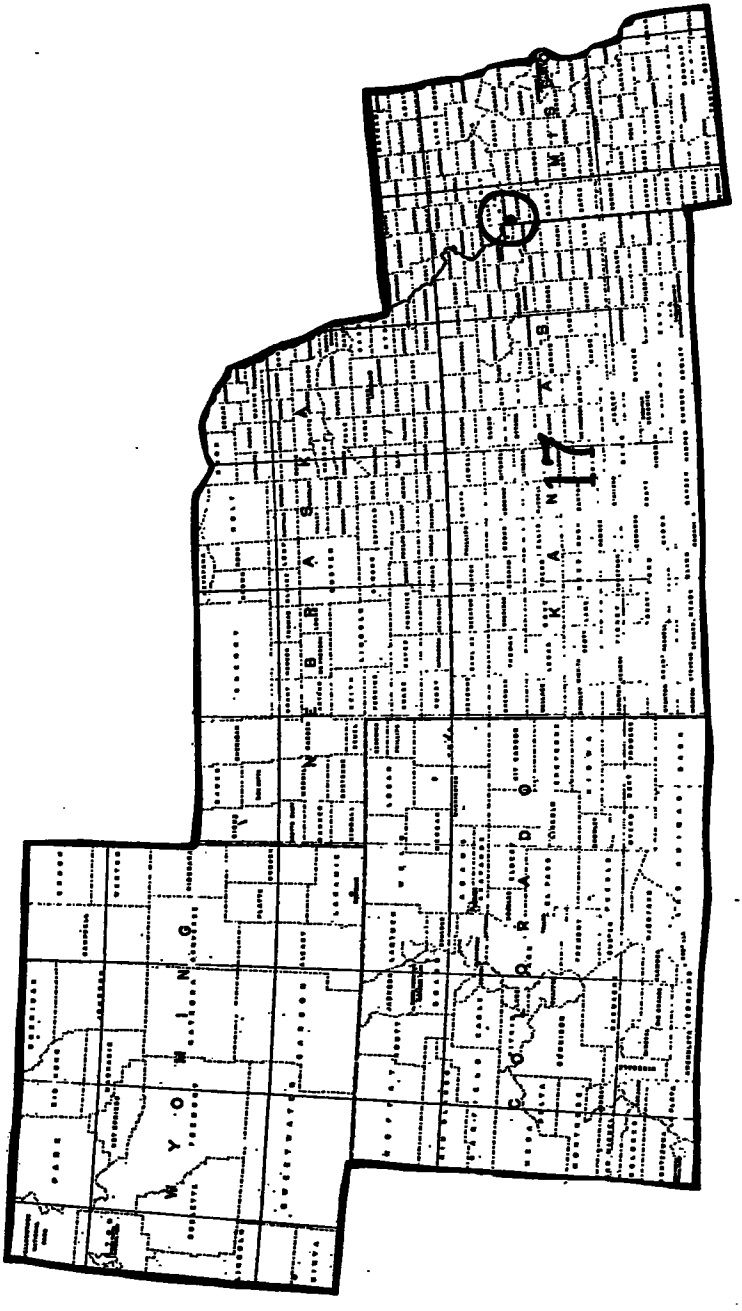

7
8
6
9
INDIANA
OHIO
PENNSYLVANIA
KENTUCKY
WEST VIRGINIA

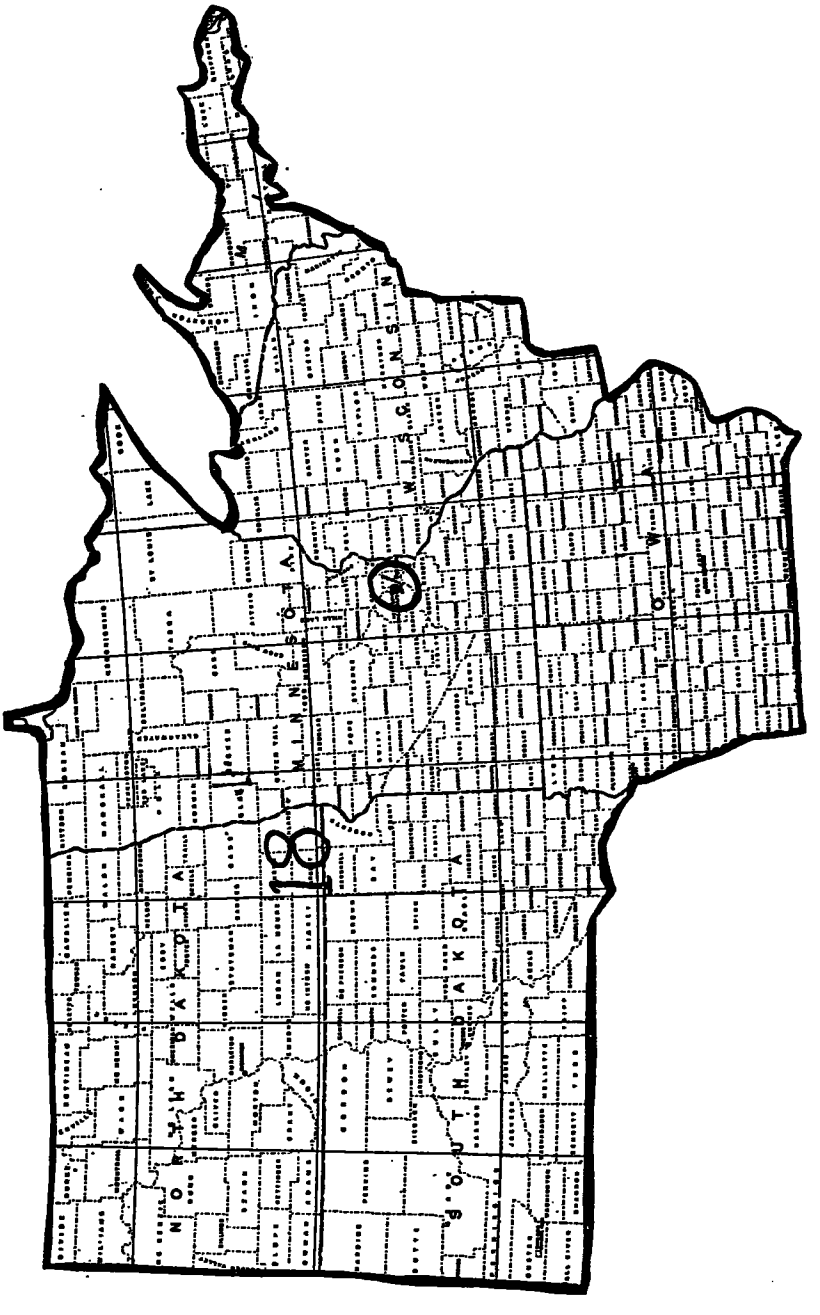

10

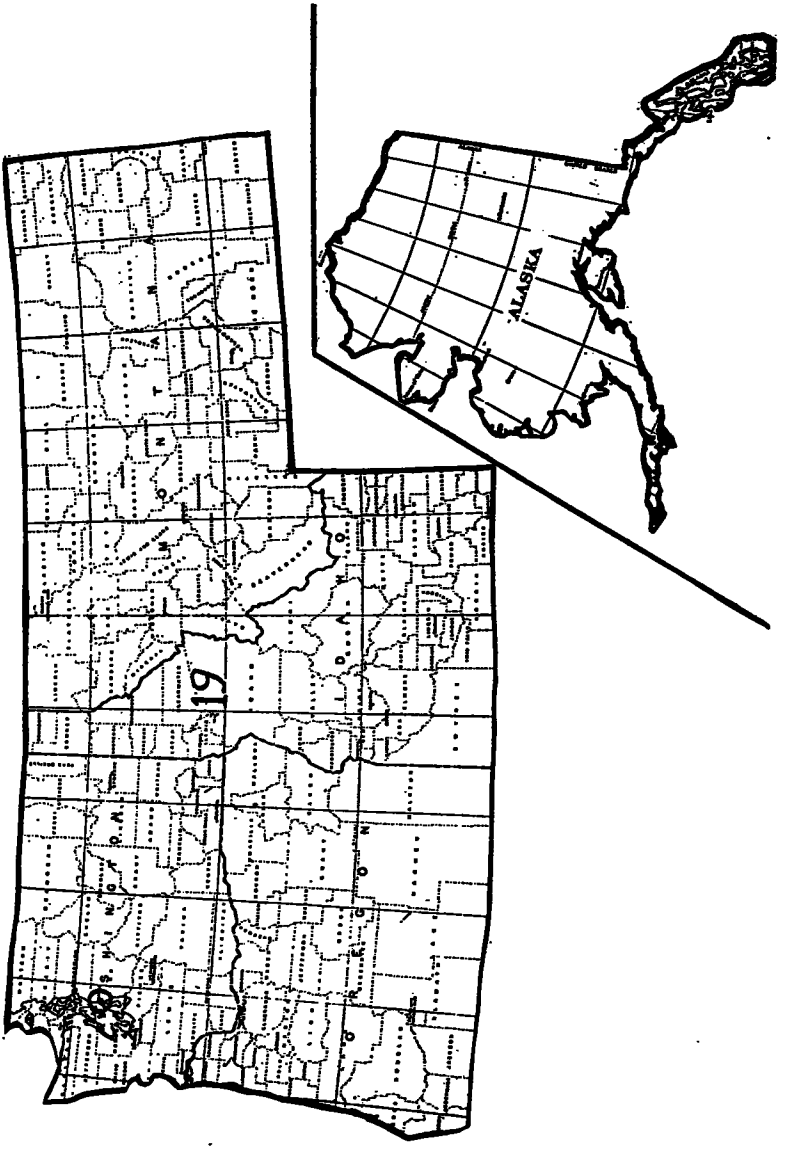

13
14
ILLINOIS
INDIANA
KENTUCKY

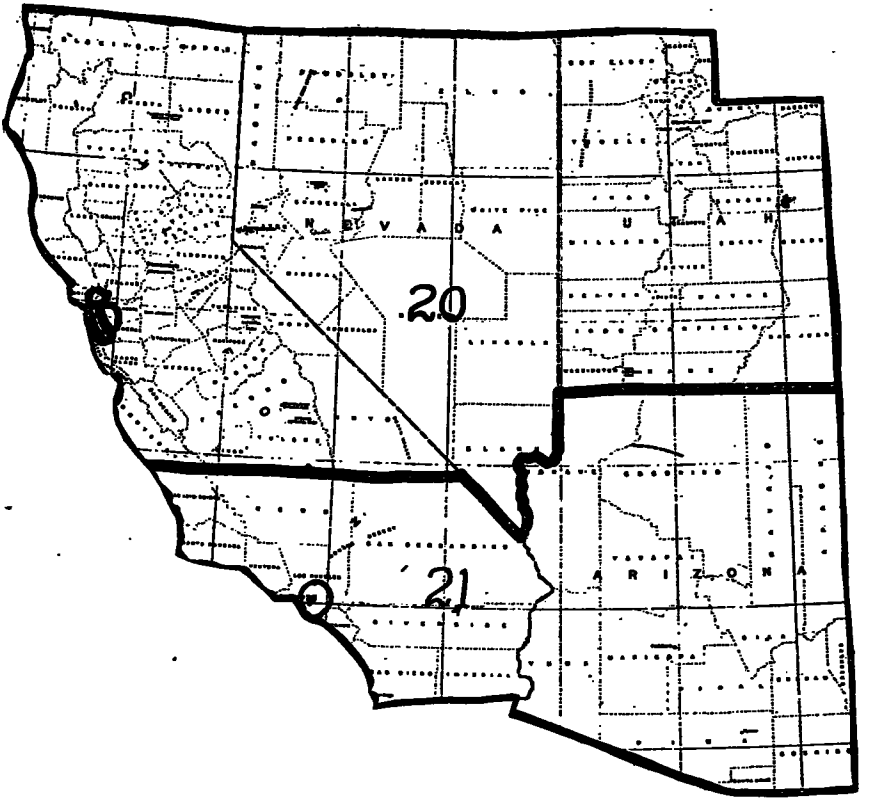

16

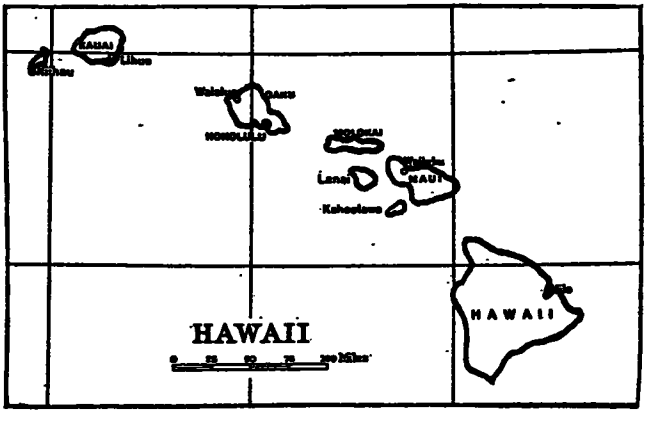

16


MONTANA
WYOMING
COLORADO
NEBRASKA

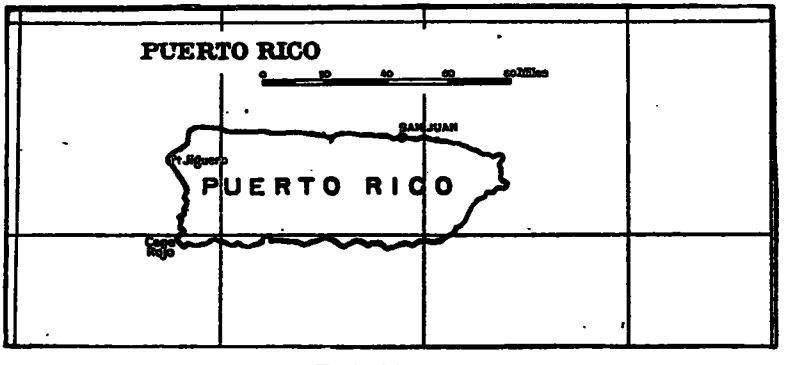

MINNESOTA
WISCONSIN
IOWA
NORTH DAKOTA
SOUTH DAKOTA
18


ALASKA


NEVADA
UTAH
20
21
ARIZONA



Territorial Office 23.



Territorial Office 24.

LIST OF TABLES

Tables Appearing in Text

Appendix Tables

O