

In the Matter of UNITED ENGINEERING COMPANY and JOHN ARBIN,
AN INDIVIDUAL

Case No. 20-C-1722.—Decided June 9, 1949

DECISION

AND

ORDER

On November 5, 1948, Trial Examiner Wallace E. Royster issued his Intermediate Report and Recommended Order in the above-entitled proceeding finding that the Respondent had engaged in unfair labor practices and recommending that it cease and desist from interfering with, restraining, or coercing its employees in the exercise of their rights as guaranteed in Section 7 of the Act, and take affirmative action as set forth in the copy of the Intermediate Report attached hereto. Thereafter the Respondent filed its exceptions to the Intermediate Report and Recommended Order, and its brief in support.

Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this proceeding to a three-member panel [Members Houston, Reynolds, and Murdock].

The Board has reviewed the rulings of the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief filed by the Respondent, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the additions and modifications noted below.¹

In agreement with the findings of the Trial Examiner we find (a) that because the terminal date of the contract was uncertain² and

¹ The master contract between employers engaged in ship repairs on the Pacific Coast, to which Matson Navigation Co., Maintenance Division (Respondent's predecessor), was signatory, bears the date April 1, 1941, and was stipulated into the record as effective from that date. Apparently it was signed on August 5, 1941. Inadvertently, we believe, the Trial Examiner found that the master contract was "signed" on April 1, 1941. We allow the Respondent's exception with respect to this finding, although the finding does not affect the correctness of the ultimate conclusions of the Trial Examiner.

² The master contract, dated April 1, 1941, contains the following paragraphs pertinent to this proceeding:

4 Duration of Agreements—The duration of the agreements shall be for the period of two years or for the period of the National Emergency as proclaimed by the

84 N. L. R. B., No. 10.

the contract had been running for nearly 6 years at the time of Arbin's discharge, Respondent's employees were then free to engage in activity for a rival union,³ and (b) that Respondent had knowledge of the reason for the requested termination sufficient to place upon it a duty to inquire into the motivating factor in Arbin's expulsion by the I. A. M.⁴ In the absence of such inquiry we find that Respondent violated Section 8 (a) (3) of the Act by acceding to the I. A. M.'s

President of the United States—or whichever is longer, and said agreements shall continue in force and effect thereafter from year to year unless either party shall desire a change, in which event, the party desiring the change shall give the other party notice in writing of the proposed change or changes at least thirty days prior to the expiration of such year, it being expressly understood, however, that on the demand of Labor thirty days prior to April 1, 1942, and on demand of either party every six months thereafter, the wage scales in said agreements shall be reviewed by the parties. If the cost of living, as shown in the "Index Numbers of Cost of Goods Purchased by Wage Earners and Salaried Workers in Large Cities," published by the United States Bureau of Labor Statistics, United States Department of Labor, shall have changed at the time of the review from the cost of living at the time of the making of this agreement by five percent or more, the wage scales shall be correspondingly adjusted. In the event the necessary data is not obtainable at the date of review, it may be secured at a later date and the wage adjustment shall be made effective retroactively to the date of review.

7 It is expressly understood that existing working conditions in the various districts shall continue in force and effect until changed by mutual agreement except as herein specifically otherwise provided.

On August 5, 1941, Matson Navigation Co., Maintenance Division, and San Francisco Lodge 68, I. A. M., entered into an agreement entitled: "The Following Supplemental Agreement is in Amplification of Section No. 7 of the Pacific Coast Master Agreement Covering Ship Repair Work" Section 1 of this supplemental agreement, covering union security, is quoted by the Trial Examiner (I. R. p. 80). The agreement contains no reference to its duration and, of course, needs none in view of the fact that it is simply in amplification of Section 7 of the master contract.

With respect to the duration clause of the April 1, 1941, master contract, Section 4, we find that at the time of the discharge of Arbin the contract was running "for the period of the National Emergency as proclaimed by the President of the United States." In this connection we note that Presidential Proclamation 2714 of December 31, 1946 (12 F. R. 1), proclaimed the cessation of hostilities of World War II, although affirming that "a state of war still exists" By Joint Resolution of July 25, 1947 (61 Stat 449, 451), the 80th Congress, 1st Session, terminated numerous emergency and war powers, but as to the interpretation of certain statutes said, in Section 3, that the effective date of the resolution "shall be deemed to be the date of termination of any state of war heretofore declared by the Congress and of the national emergencies proclaimed by the President on September 8, 1939 and on May 27, 1941" (Emphasis supplied) Thus, the national emergency has been recognized by the Congress as continuing beyond March 1947.

³ *Matter of Rheem Mfg. Co.*, 70 N. L. R. B. 57; compare *Matter of Colgate-Palmolive-Peet Co.*, 70 N. L. R. B. 1202

⁴ As Section 8 (a) (3) of the amended Act—as did Section 8 (3) before it—proscribes "discrimination in . . . tenure of employment," we see no merit in Respondent's statement in its exceptions that it "permitted" Arbin to terminate his employment but did not "discharge" him. Having refused to allow Arbin to work without a clearance, Respondent is unrealistic in claiming, in effect, that Arbin voluntarily quit

We note also that no authorities are cited by Respondent in support of its further argument in this connection that it was under no obligation to investigate the I. A. M.'s request in the absence of a definite demand that Arbin be returned to work. We see no more reason to penalize Arbin for failure to demand reinstatement than to penalize him for failure to exhaust his intra-union remedies in the circumstances, the latter policy being one the Board has frequently disapproved. *Matter of The American White Cross Laboratories, Inc.*, 66 N. L. R. B. 866, 877; *Matter of Durasteel Co.*, 73 N. L. R. B. 941, 945; *Matter of Westinghouse Electric Corp.*, 80 N. L. R. B. 945.

request that Arbin be terminated until such time as he should procure a current clearance.

As evidence of requisite knowledge we rely upon the uncontradicted testimony of Arbin concerning two conversations of his on March 17, 1949 (the day he picked up his pay), with responsible representatives of the Respondent in direct connection with their respective duties.⁵

(1) Arbin, in reporting his inability to get an I. A. M. clearance, told a personnel office employee⁶ who inquired why Lodge 68 had refused the clearance, that it was because he "belonged to two unions, the C. I. O. and 68." He was told to go to MacDonald for a tool clearance in order to get his final pay.

(2) Immediately thereafter Arbin spoke with MacDonald. The testimony established that Arbin was a "marine repair machinist (outside)," his foreman was one Jack Lane, and MacDonald was the "outside superintendent for the machinists." Thus it appears that MacDonald was a supervisor and that it was necessary for outside machinists to clear through him before leaving the Respondent's employ. The record shows that MacDonald asked whether Arbin was not coming back to work, that Arbin explained that he couldn't get a Local 68 (I. A. M.) clearance because he belonged to Lodge 168, C. I. O., and that MacDonald then said that he was sorry and "that is what you get for belonging to two unions."

ORDER

Upon the basis of the above findings of fact and the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, United Engineering Company, San

⁵ The Board has recognized, in effect, that knowledge that employees have been expelled from a union partially, at least, for dual unionism, places a duty on the Employer to inquire to what extent such activity contributed to the expulsion and subsequent request for discharge. *Matter of Durasteel Co., supra.* Compare *Matter of Spicer Mfg. Corp.*, 70 N. L. R. B 41, where the Board held the respondent's knowledge insufficient to require it to inquire further. At the time of the Spicer discharges, the employees in question had been suspended from the union *pending disposition of charges*, but not expelled, and it was not clearly established that the employment office personnel, or any management officials above the level of foremen, had knowledge of the reason for the requested discharges.

⁶ Arbin went to the personnel office on Friday, March 14, 1947, because his time card had been pulled, and again on March 17, 1947, to report his inability to get a clearance and to get his pay. He testified that one of the times there was a girl in the office and the next there was a man, but he could not be sure on which day it was the girl and which the man. He said that he did not know the names of the people in the personnel office, and that during the 5 years of his employment he had been there "about half a dozen times altogether."

Francisco, California, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Encouraging membership in International Association of Machinists Lodge No. 68, or encouraging or discouraging membership in any other labor organization of its employees, by discriminatorily discharging its employees, or by discriminating in any other manner in regard to hire or tenure of employment or any term or condition of their employment;

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Offer John Arbin immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority and other rights and privileges;

(b) Make whole John Arbin for any loss of pay he may have suffered by reason of the Respondent's discrimination against him by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of his discharge to the date of the Respondent's offer of reinstatement, less his net earnings during said period;

(c) Post in conspicuous places in the plant of the Respondent at San Francisco, California, copies of the notice attached hereto, marked "Appendix A."⁷ Copies of said notice, to be furnished by the Regional Director for the Twentieth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof and be maintained by it for at least sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(d) Notify the Regional Director for the Twentieth Region in writing, within ten (10) days from the date of this Order, what steps the Respondent has taken to comply herewith.

⁷ In the event that this Order is enforced by decree of a United States Court of Appeals, there shall be inserted before the words, "A DECISION AND ORDER," the words, "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING."

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT encourage membership in or activity on behalf of INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE No. 68, or encourage or discourage membership in any other labor organization of our employees by discriminating against any of them in regard to their hire or tenure of employment or any terms or conditions of employment because of their membership in or activity in behalf of any such labor organization.

WE WILL OFFER to John Arbin full reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights or privileges previously enjoyed, and make him whole for any loss of pay suffered as the result of discrimination against him.

UNITED ENGINEERING Co.,
Employer.

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

INTERMEDIATE REPORT AND RECOMMENDED ORDER

Benjamin B. Law, Esq., for the General Counsel.

Brobeck, Phleger & Harrison, by *Richard Ernst, Esq.*, of San Francisco, Calif., for Respondent.

J. H. Sapiro, Esq., of San Francisco, Calif., for John Arbin.

STATEMENT OF THE CASE

Upon a charge filed July 28, 1947, by John Arbin, an individual, the General Counsel of the National Labor Relations Board, herein respectively called the General Counsel and the Board, by the Regional Director for the Twentieth Region (San Francisco, California), issued a complaint,¹ dated August 31, 1948, against United Engineering Company, San Francisco, California, herein called Respondent, alleging that Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (3) of the National Labor Relations Act, herein called the Act.

With respect to the unfair labor practices, the complaint alleged that Respondent on March 13, 1947, discriminatorily discharged John Arbin because

¹ A consolidated complaint against several employers was issued upon a number of individual charges. At the opening of the hearing, I granted a motion by Respondent to sever its case from the others. From that point, the hearing concerned only the allegation of the complaint respecting Respondent.

of his membership in and activity on behalf of Machinists Union, Local No. 168, United Steel Workers of America, C. I. O., herein called USA, and because of the refusal of International Association of Machinists, Lodge No. 68, herein called the IAM, to give him a work clearance.

In its answer, dated September 10, 1948, Respondent denied that Arbin was discharged, asserted that he had terminated his employment, and had not been reinstated, admitted that the termination of employment of Arbin was occasioned by the request of the IAM, and asserted affirmatively that the Board is without jurisdiction to hear this cause because the complaint fails to allege that a charge was served on Respondent within 6 months of the occurrence of the alleged unfair labor practice and that John Arbin filed the charge on behalf of the USA, a labor organization allegedly not in compliance with Section 9 (h) of the Act.

Pursuant to notice, a hearing was held in San Francisco, California, on September 22 and 23, 1948, before the undersigned Trial Examiner duly designated by the Chief Trial Examiner. All parties were represented by counsel, all participated in the hearing, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues.

A motion made at the close of the hearing by the General Counsel² to conform the pleadings to the proof was granted without objection. Although afforded opportunity to do so, none of the parties argued on the record. All parties were granted 15 days from the close of the hearing for the purpose of filing briefs. A brief has been received from Respondent.

Upon the entire record in the case, and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

United Engineering Company is a California corporation, engaged at San Francisco, California, in the business of repairing ships used for the transportation of goods in interstate and foreign commerce. Respondent conceded at the hearing, for the purposes of this proceeding, that its business affects commerce within the meaning of the Act.

II. THE LABOR ORGANIZATIONS REFERRED TO IN THE COMPLAINT

International Association of Machinists, Lodge No. 68, unaffiliated, and Machinists Union, Lodge No. 168, United Steel Workers of America, affiliated with the Congress of Industrial Organizations, are labor organizations admitting to membership employees of Respondent.

III. THE UNFAIR LABOR PRACTICES

On April 1, 1941, Matson Navigation Co., Respondent's predecessor, signed a collective bargaining contract with the IAM to be in effect for 2 years or, if longer, for the period of the National Emergency as proclaimed by the President of the United States. On August 5 of that year, the parties signed a supplement to the original agreement. So far as the record reveals, the contract as supplemented was in effect at all times material herein.

² This designation is applied here and elsewhere in this report to the attorney representing the General Counsel at the hearing.

Sometime after the execution of the agreement, Respondent acquired the business of Matson Navigation Co. and its rights, privileges, and obligations under the contract. There is no evidence that Respondent adopted the contract by any formal act, but the evidence shows without dispute and it is found that at all times material to the issues hereinafter discussed, Respondent and the IAM were the parties to the agreement.

John Arbin, whose discharge is alleged to have been discriminatory, was employed as a marine machinist on June 3, 1942, and worked in that capacity through March 13, 1947. Arbin, during the last year of his employment, held membership both in the IAM and the USA.

By letter dated February 24, 1947, Arbin was informed by the IAM that he was charged with "assisting, supporting, and fostering a dual union" in violation of the IAM's constitution and that he would be given a hearing on the charge on March 3. Arbin did not appear for hearing.

On March 11, the IAM wrote Respondent stating that Arbin was not its member and requesting his termination until his employment was approved by the IAM.

Upon his arrival at Respondent's shop on the morning of March 14, Arbin was called to the personnel office where he was advised that he was not in good standing with the IAM and must obtain a new "clearance" before going to work. Arbin went to the office of the IAM, learned that he had been expelled from that organization and fined \$1,000. He did not pay the fine, was not reinstated as a member, and, of course, received no clearance. These last events happening on Friday, Arbin returned to the plant on Monday. There he told some of his fellow workers of his predicament, told his foreman, Jack Lane, that he was not going to work, and then reported to the personnel office. Arbin was unable to recall to whom he spoke there, whether man or woman, but testified that he informed an employee there that he was unable to get a clearance because he was a member of two unions, one of them the USA. Arbin was told that he must get a "tool clearance" before he could be paid, so for that purpose went to a Mr. MacDonald, whom Arbin described as the "outside superintendent for the machinists." MacDonald when told by Arbin that he could not get clearance from the IAM and, therefore, must account for his tools to get his wages to date, remarked: "Well, I wish I could help you, but I can't . . . that is what you get for belonging to two unions."³ Arbin replied that he had kept his dues current with the IAM and thus had a right to belong to the USA.

This constitutes the evidence in support of the complaint. There is no conflict in testimony. Arbin's appearance on the stand was that of a truthful witness and his testimony is credited. MacDonald was not called as a witness and no statement was made suggesting that he was unavailable. No witness was called to controvert Arbin's testimony concerning his conversation with an individual in Respondent's personnel office on March 17.

Respondent's defense is that under the contract, it had no alternative to complying with the IAM's request for Arbin's discharge. The contract provision relied upon reads:

It is hereby agreed that all employees covered in this agreement who come under the jurisdiction of the Machinists' Union shall be members of San Francisco Lodge No. 68, I. A. of M. If San Francisco Lodge No. 68 is unable to furnish required help, any employee hired must secure a clearance through the office of Lodge No. 68 before starting to work.

³ On cross-examination Arbin testified that MacDonald was "kidding" when he made reference to two unions. I interpret this to mean that MacDonald's manner was jocular.

No contention was advanced at the hearing that this clause did not establish a closed shop and the evidence is clear that the parties to the contract so regarded it. Although there is basis for an argument (not made in this record) that the requirement of membership in the IAM as a condition of employment is not absolute, I find that the clause established a modified form of closed shop at Respondent's shop.

The principal contention of the General Counsel is that as the contract had already run nearly 6 years when Arbin was discharged and as its terminal date could not be predicted, the employees were free at any time to engage in activity for a rival union. Respondent argues that if there is such a protected period it can only be at a time near the contract's anniversary which, in the case of the closed-shop provision, is August 5. I find that the position of the General Counsel correctly reflects Board law where, as here, the contract's terminal date is uncertain.⁴

The crucial question for disposition is Respondent's knowledge of the IAM's motivation in requesting Arbin's discharge. Testimony of Respondent's witness, Cleo Jackson, an assistant in the personnel office, that such requests were routine and that there was nothing about the one concerning Arbin to indicate the IAM's motivation is believed. However, Arbin's testimony that he told someone in the personnel office on March 17 that he was unable to secure a clearance from the IAM because of his membership in the USA stands uncontradicted; so, too, as to the remark by Superintendent MacDonald that Arbin was reaping his reward for belonging to two unions. The record does not describe MacDonald's duties, except that it appears that Arbin was required to obtain MacDonald's "clearance" before checking in his tools. Some significance attaches, of course, to his title. The inference is fair, and is drawn, that Superintendent MacDonald possesses status higher than that of foreman.

Considering the information given by Arbin to MacDonald and to the employee in the personnel office, the conclusion is reasonable that Respondent was thereby given notice as to the reason for Arbin's inability to secure a clearance from the IAM. Assuming that the individual in the personnel office was a minor employee with authority to act only in accordance with routine, it was this office which acted upon the IAM request and notice to that office of the reason which moved the IAM to seek Arbin's discharge was notice to Respondent.⁵

Respondent's further defenses that service of the charge is not alleged in the complaint and that Arbin is "fronting" for the USA, a union allegedly not in compliance with the requirements of Section 9 (h) of the Act, lack merit. It is clear that the charge was filed July 28, 1947, and served on Respondent less than 10 days later. No authority is cited in support of the contention that such service must be alleged in a complaint.

The charge was filed by John Arbin, an individual, and not by a noncomplying union. I find it to be immaterial that Arbin is a member of the USA, that the USA may have desired him to take such action, and that the USA may derive an incidental benefit from a finding that an unfair labor practice was committed.⁶

I find that Arbin was expelled from the IAM because of his membership in and activity in behalf of the USA; that the IAM requested Arbin's discharge for that

⁴ *Matter of Colgate-Palmolive-Peet Company*, 70 N. L. R. B. 1202, 1226. Cf. *Matter of Southwestern Portland Cement Company*, 65 N. L. R. B. 1.

⁵ Cf. *Matter of Spicer Manufacturing Corporation*, 70 N. L. R. B. 41.

⁶ *N. L. R. B. v. Indiana & Michigan Electric Co.*, 318 U. S. 9, 18.

reason; that respondent knowing of the IAM's motivation complied with that request on March 17, 1947.⁷ By so doing, Respondent discriminated in regard to the tenure of employment of John Arbin because of his membership in and activity in behalf of USA, thereby discouraging membership in USA and thereby violating Section 8 (1) and (3) of the Act.⁸

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent, set forth in Section III, above, occurring in connection with its operations described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Having found that Respondent discriminatorily discharged John Arbin at the request of the IAM with knowledge that the request was made because of Arbin's membership in and activity on behalf of the USA, I will recommend that Respondent offer to Arbin immediate and full reinstatement to his former or substantially equivalent position and make him whole for any loss of pay he may have suffered by reason of Respondent's discrimination against him by payment to him of a sum of money equal to that he normally would have earned as wages from March 17, 1947, to the date of offer of reinstatement, less his net earnings⁹ during that period. As I am of the opinion that the discharge resulted from Respondent's misconception of its obligation under its contract with the IAM, I will not recommend that Respondent cease and desist from the commission of any unfair labor practice other than the one found.

Upon the basis of the above findings of fact, and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. International Association of Machinists, Lodge No. 68, and Machinists Union, Lodge No. 168, United Steel Workers of America, C. I. O., are labor organizations within the meaning of Section 2 (5) of the Act.

2. By discriminating in regard to the tenure of employment of John Arbin thereby encouraging membership in International Association of Machinists, Lodge No. 68, and discouraging membership in Machinists Union, Lodge No. 168, United Steel Workers of America, C. I. O., Respondent has engaged in unfair labor practices within the meaning of Section 8 (1) and (3) of the Act.

⁷ The complaint alleges this date to be March 13 when Arbin last worked for Respondent. However, Respondent's refusal to permit Arbin to work March 14 in consideration of the apparently valid request of the IAM was proper. Only when Arbin was actually severed from his employment on March 17, Respondent then having knowledge of the reason for his difficulty with the IAM, did discrimination occur. Respondent's contention that Arbin was not discharged is not in accord with the facts. He was not *permitted* to work without a clearance from IAM.

⁸ These provisions of the Act in effect on March 17, 1947, are continued without change of moment here in the Act as amended.

⁹ See *Matter of Crossett Lumber Company*, 4 N. L. R. B. 440, 487-498.

3. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, and upon the entire record in the case, I recommend that United Engineering Company, San Francisco, Calif, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Encouraging membership in International Association of Machinists, Lodge No. 68, discouraging membership in Machinists Union, Lodge No. 168, United Steel Workers of America, C. I. O., or encouraging or discouraging membership in any other labor organization of its employees by discriminatorily discharging its employees or discriminating in regard to their hire and tenure of employment or any term or condition of employment;

(b) In any like or similar manner, interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purposes of collective bargaining or other mutual aid and protection as guaranteed in Section 7 of the Act.

2 Take the following affirmative action, which I find will effectuate the policies of the Act:

(a) Offer to John Arbin immediate and full reinstatement to his former or substantially equivalent position and make him whole in the manner set forth in Section V, above, entitled "The remedy";

(b) Post at its plant in San Francisco, California, copies of the notice attached hereto and marked "Appendix." Copies of said notice, to be furnished by the Regional Director for the Twentieth Region, after being duly signed by representatives of the Respondent shall be posted by Respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees customarily are posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by other material; and

(c) Notify the Regional Director for the Twentieth Region (San Francisco, California), in writing within ten (10) days from the receipt of this Intermediate Report and Recommended Order what steps Respondent has taken to comply herewith.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board—Series 5, as amended August 18, 1948, any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and six copies of a statement in writing setting forth such exceptions to the Intermediate Report and Recommended Order 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 six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report and Recommended Order. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeo-

graphed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46 should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the afore-said Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Dated at Washington, D. C., this 5th day of November 1948.

WALLACE E. ROYSTER,
Trial Examiner.

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT by means of discharge or in any like or similar manner, unlawfully discriminate in regard to the hire and tenure of employment of our employees to encourage or discourage membership in INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE No. 68; MACHINISTS UNION, LODGE No. 168, UNITED STEEL WORKERS OF AMERICA, C. I. O.; or in any other labor organization of our employees.

WE WILL OFFER to John Arbin immediate and full reinstatement to his former position and make him whole for any loss of pay he may have sustained by reason of the discrimination against him.

UNITED ENGINEERING COMPANY,
Employer.

Dated----- By-----
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by other material.