

In the Matter of VULCAN FORGING COMPANY *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW-CIO

Case No. 7-C-1769.—Decided August 10, 1949

DECISION

AND

ORDER

On April 28, 1949, Trial Examiner Hamilton Gardner issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices in violation of Section 8 (a) (5) and Section 8 (a) (1) of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief. The Respondent's request for oral argument is hereby denied, as the record and brief, in our opinion, adequately present the issues and the positions of the parties.

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

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

¹In footnote 1 of his Intermediate Report the Trial Examiner stated that a motion by the Respondent for the dismissal of the complaint on the grounds that 22 months had elapsed between the time of the filing of the charge and the issuance of the complaint was not within his jurisdiction. It is well established that the doctrine of *laches* does not apply to the Board. The motion is hereby denied. See *Matter of Quarles Manufacturing Co.*, 83 N. L. R. B. 697.

85 N. L. R. B., No. 115.

Like the Trial Examiner we find that the Respondent is engaged in commerce within the meaning of the Act. Although virtually all of the Respondent's raw materials are purchased within the State of Michigan and its finished products are sold within that State, these purchases and sales are transactions with the Ford Motor Company which we have found many times to be engaged in commerce, a fact of which we take judicial notice. As the Respondent's purchases are made from Ford and as all of its finished products are to be used in or in the manufacture of articles destined to pass in interstate commerce, a stoppage of the flow of such products clearly would affect the interstate business of the Ford Motor Company. We find therefore that the Respondent herein is engaged in commerce within the meaning of the Act.

2. The Trial Examiner² found that the respondent had on March 24, 1947, and at all times thereafter, refused to bargain collectively with the Union as the exclusive representative of its employees. We agree that Respondent has failed to bargain by interjecting the question of the Union's majority as a condition precedent to discussion of a contract within the certification year. Unlike the Trial Examiner we find that Respondent's failure to bargain dates not from the meeting on March 24, where only the broad outlines of the proposed contract were discussed, but from the Respondent's letter to the Union of April 18, 1947, wherein it raised, for the first time, the question of Union's majority. In the ensuing communications between the parties the Respondent adhered to its position in respect to this point. We have frequently held that the duty to bargain continues for the certification year and that this duty is not relieved by loss, alleged or real, of the Union's majority except under unusual circumstances not present here.² We accordingly find the Respondent has refused to bargain collectively with the Union on or about April 18, 1947, and at all times thereafter.

ORDER

Upon 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, Vulcan Forging Company, Dearborn, Michigan, and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of

² *Matter of Mengel Company, Fiber Container Division*, 80 N. L. R. B. 705. See also *Matter of Belden Brick Co.*, 83 N. L. R. B. 465.

America, UAW-CIO, as the exclusive representative of all production and maintenance employees at the Respondent's Dearborn, Michigan, mill, excluding office clerical employees, watchmen, guards, and supervisory employees as defined in the Act; and

(b) Engaging in any manner in any other acts interfering with the efforts of International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, to negotiate for or represent the employees in the said unit as exclusive bargaining agent.

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

(a) Upon request, bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, as the exclusive bargaining representative of all the employees in the unit described herein, with respect to wages, hours, and other terms and conditions of employment; and if an understanding is reached, embody such understanding in a written, signed agreement;

(b) Post at its plant at Dearborn, Michigan, copies of the notice attached hereto, marked Appendix A.³ Copies of said notice, to be furnished by the Regional Director for the Seventh 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 a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted;

(c) Notify the Regional Director for the Seventh Region in writing within ten (10) days from the receipt of this Decision and Order, what steps the Respondent has taken to comply herewith.

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 Labor Management Relations Act, we hereby notify our employees that:

WE WILL NOT engage in any acts in any manner interfering with the efforts of INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA,

³ In the event that this Order is enforced by a 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."

UAW-CIO, to negotiate for or represent the employees described in the bargaining unit described below.

WE WILL BARGAIN collectively upon request with the above-named union as the exclusive representative of all employees in the bargaining unit described herein with respect to wages, hours, and other terms and conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All production and maintenance employees at the Dearborn, Michigan, mill, excluding office clerical employees, watchmen, guards, and supervisory employees.

VULCAN FORGING COMPANY,
Employer.

By _____
(Representative) (Title)

Dated _____

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

George A. Sweeney, Esq., and Cecil Pearl, Esq., of Detroit, Mich., for the General Counsel.

Mr. Joseph McCusker and Mr. Harry H. Foster, of Detroit, Mich., for the Union.

Messrs. Voorhis, Long, Ryan & McNair, by *Paul Franseth, Esq.,* of Detroit, Mich., for the Respondent.

STATEMENT OF THE CASE

This case was instituted on April 24, 1947, when International Union, United Automobile, Aircraft and Implement Workers of America (UAW-CIO), filed a charge against Vulcan Forging Company. No action was taken by the General Counsel of the National Labor Relations Board or his representative, the Regional Director of the Seventh Region (Detroit, Michigan), until February 8, 1949. On that date the Regional Director issued a complaint against the named company.¹ This alleged that the company had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (5) and (1) of the National Labor Relations Act, as amended by Section 8 (a) (5) and (1) and Section 2 (6) and (7) of the Labor Management Relations Act.

¹ In his oral arguments at the hearing and in his written brief filed thereafter, counsel for the Respondent complains that this long delay of 22 months between the filing of the charge and the issuance of the complaint should be ground for dismissing the complaint. He argued that any other action under the circumstances would be contrary to the purposes of the Act to avoid industrial strife, as expressed in Section 1. The Trial Examiner considers that is not a matter coming within his present jurisdiction. The contention is therefore rejected.

Copies of the complaint and the charge upon which it was based, together with notice of hearing thereon, were duly served upon the Union and the Respondent.²

The complaint alleged substantially that the Respondent engaged in unfair labor practices on or about March 24, 1947, and thereafter, by refusing to bargain collectively with the Union, as the exclusive representative of its employees within an appropriate bargaining unit, with respect to wages, hours, and other terms and conditions of employment. Thereby, it alleged, the Respondent had interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The answer of the Respondent did not admit any of the allegations of the complaint, but denied them generally and specifically. In addition it set up a number of affirmative defenses which will all be considered later in this Intermediate Report.

Pursuant to order, a hearing was held in Detroit, Michigan, on February 25 and March 1, 1949, before Hamilton Gardner, the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The General Counsel and the Respondent were represented by counsel and the Union by a representative. Full opportunity was afforded all parties to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues.

Prior to the hearing and accompanying its answer, the Respondent had filed an extensive written motion to dismiss the complaint. Numerous grounds were set forth which were substantially the same as the defenses set up in the answer. The same motion to dismiss was made by counsel for the Respondent at the conclusion of the hearing and taken under advisement by the Trial Examiner. At the opening of his case-in-chief the General Counsel moved to strike the second paragraph of Paragraph 4 of the answer and Paragraph 2 of the Respondent's motion to dismiss the complaint. These deal with allegations of failure by the Union to comply with Section 9 (f), (g), and (h) of the Act. The Trial Examiner granted this motion to strike. Except as so modified, the written and oral motions of the Respondent to dismiss the complaint, mentioned above, are denied. At the conclusion of the hearing the Trial Examiner granted a motion by the General Counsel, to which no objection was entered, to amend the pleadings in minor matters to conform to the proof.

Oral argument was made at the beginning and ending of the hearing by all counsel. The parties were advised of their right to file proposed findings of fact, conclusions of law and briefs. Both the General Counsel and counsel for the Respondent have filed briefs. These have been carefully considered. The Respondent submitted proposed findings of fact. Except as herein granted or modified, they are rejected.

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

The following facts were stipulated at the hearing:

Vulcan Forging Company³ is a Michigan corporation with its office and plant at Dearborn, Michigan. It is engaged in the business of producing steel forgings

² References in this report will be: Vulcan Forging Company as the Respondent; International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), as the Union; the National Labor Relations Board, as the Board; the General Counsel or his representatives at the hearing, as the General Counsel; the National Labor Relations Act and the Labor Management Relations Act, as the Act.

³ In his answer, motion to dismiss the complaint, oral argument at the hearing and in his brief, counsel for the Respondent makes a point that the proceedings were invalid

in the nature of connecting rods. All these forgings are sold to the Ford Motor Company at its Rouge River plant and are used by Ford in the manufacture of vehicles.

During the year 1948, the Respondent purchased from the Ford Motor Company, at its Rouge plant, raw steel in the amount of about \$25,000. These were forged and resold to Ford Motor Company, in Michigan, for approximately \$100,000. The Respondent also bought fuel oil from Socony-Vacuum Oil Company, at Trenton, Michigan, for roughly \$5,000. All machinery, tools and dies were purchased from unnamed local firms for an approximate amount of \$10,000.

The stipulation does not go beyond the facts just outlined. Counsel for the Respondent would not admit that the company was engaged in commerce within the meaning of the Act. The General Counsel presented no evidence regarding such commerce, either as to the Respondent, Ford Motor Company, or Socony-Vacuum Oil company.

A recent decision of the Board, however, on facts very similar to those presently at bar, supplies the precedent for this case. That dealt with purchase and sale of Hudson automobiles and parts wholly within California. The seller was Hudson Sales Corporation of Los Angeles. The Board stated:

In our opinion, neither the General Counsel nor the Union has shown sufficient cause to warrant reopening of the record to adduce such evidence, [viz, regarding commerce]. However, we take judicial notice of a prior proceeding before the Board, in which we asserted jurisdiction over Hudson Sales.

The Board thereupon remanded the case for hearing on the question of unfair labor practice.⁴

The Board has exercised jurisdiction over Ford Motor Company in numerous proceedings involving both unfair labor practices and representation elections.⁵ Under the doctrine of the *Townsend* case the Trial Examiner takes judicial notice that the Ford Motor Company is engaged in commerce within the meaning of the Act.

It follows, therefore, under the facts of record here, that the Respondent is engaged in commerce within the meaning of the Act. It is so found.

II. THE LABOR ORGANIZATION INVOLVED

It was stipulated in open hearing that International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), is a labor organization admitting employees of the Respondent to membership. I so find.

because the original charge named the Vulcan *Forge* Company, whereas its correct title was Vulcan *Forging* Company. The Respondent duly received notice of the charge, of the complaint and of the hearing. It therefore suffered no prejudice. To put the matter beyond any doubt, the Trial Examiner established, by questioning Charles W. Lawton, paymaster of the Respondent, the correct title is *Forging* [italics mine—H. G.]. I so find. This inconsequential contention by counsel is rejected.

⁴ *Matter of M. L. Townsend*, 81 N. L. R. B. 739. See also the cases cited in Footnote 2 of the decision.

⁵ For example: 64 N. L. R. B. 365; 66 N. L. R. B. 1317.

III. THE UNFAIR LABOR PRACTICES ⁶A. *The appropriate unit and representation by the Union of a majority therein*

Pursuant to an "Agreement for Consent Election" ⁷ signed by the Respondent and the Union on February 27, 1947, an election by secret ballot was held on March 4, 1947, at the Dearborn plant of the Respondent. Those permitted in the voting unit were all production and maintenance employees, excluding office employees, watchmen, guards and supervisory employees under the Act. I find this to be an appropriate unit under the Act for the purposes of collective bargaining. The official election return shows that the vote was 12 for the Union and 10 against. On March 13, 1947, the Regional Director certified the Union as the representative of the employees in the unit voting for the purposes of collective bargaining.

Accordingly, I find that on March 13, 1947, and at all times thereafter, the Union was the duly designated bargaining representative of a majority of the employees in said unit, and that, in accordance with the provisions of Section 9 (a) of the Act, the Union was on said date and thereafter has been and now is the exclusive representative of all the employees in the said unit for the purposes of collective bargaining with respect to pay, wages, hours and other terms and conditions of employment.

B. *The refusal to bargain*

1. Union requests to Respondent to bargain

Within a few days following the election certification the Union made its first attempt to bargain collectively with the Respondent. As shown by their undisputed testimony, Harry H. Foster and Carl Stellato, international representatives of the Union, called by arrangement at the Respondent's office. Two other employees accompanied them but took no part in the discussion. Present for the company were Paul Franseth, Esq., and Charles A. Lawton. The former represented the Respondent at all meetings shown by the evidence; conducted correspondence; and was counsel for them at the hearing. Mr. Lawton is the paymaster for the company. Foster presented to Franseth a model form of contract and suggested that he go over it so that at a later meeting they could discuss it paragraph by paragraph. Franseth agreed. No actual terms were discussed at this first meeting. It was agreed Franseth should telephone Foster when he was ready to discuss a contract further.

2. The petition to sever representation

Within 8 days of this first meeting and only 17 days following the election, the following document was handed to a supervisor of the Respondent:

3-21-47.

To whom it may concern:

We the undersigned, want to sever our relations with the Union (UAW-CIO) representing us at Vulcan Forging Company, 3900 Wyoming, Dearborn, Mich. We are doing so without any intimidation or influence in any way.⁸

⁶ There is no dispute as to the essential facts.

⁷ Copies of all documents pertaining to the election were introduced into the record.

⁸ A photostatic copy of this instrument was filed as an exhibit to the Respondent's answer.

It was signed by 19 persons. Under the facts in the record this would be a very large majority of the employees at that time.

No copy was ever served on the Union nor on the National Labor Relations Board, which had conducted the election only 2 weeks before.

3. Letters from Respondent to Union⁹

a. April 18, 1947

More than a month after the meeting where Franseth and Foster met following the election, Franseth wrote the Union a letter. It is too long to quote in full but its gist was to inform Foster of the petition just mentioned above and to suggest that the whole matter be dropped as to bargaining.

b. April 24, 1947

In this letter Franseth asks Foster for a reply to the previous one of April 18, 1947. He mentions a telephone conversation. The final paragraph indicates a willingness to "hear and consider any grievances that our employees wish to present or bargain with them." The Union is not included in this invitation.

Foster did not reply. He consulted his union attorney and the Board's Regional Director and filed the present charge. He did, however, talk to Franseth on the telephone and insist that the Union was still the bargaining representative of the unit's employees.

4. Meeting with State Mediation Board

This occurred May 13, 1947. Besides the State Mediator, Franseth for the company and Foster for the Union were present. Foster had threatened to call a strike if the company continued to refuse to bargain. During the meeting Franseth again expressed a willingness to talk to shop employees, but would not talk to Foster about any other subject than the Union's alleged loss of representation. Foster insisted that subjects of hours, wages, and other terms and conditions be discussed. An impasse was reached. The result was that nothing was accomplished.

This meeting is discussed in a letter from Franseth to Foster on May 20, 1947. There is no real conflict concerning it between the testimony of Foster and such letter. But no collective bargaining whatever came out of it.

Foster claimed to have had a subsequent meeting with Franseth in the Board's Regional Office. But he could not fix any date nor identify any Board representative. He wasn't sure whether it might have been a meeting previous to the election. Franseth personally took the stand and denied any meeting in the Board's Detroit office following that in the State Mediation Board's rooms. Under the circumstances, I discredit Foster's testimony as to this supposed later meeting.

5. Final telephone conversation

Carl Stellato, who had taken the place of Foster as International Representative, testified that about a week before the hearing, he phoned the Respondent's office to talk to Meyer, the company's president, about final negotiations. He was referred to Franseth and the two conversed about the matter. Franseth's

⁹ Either originals or copies of this correspondence are part of the record.

position had not changed. He wanted to talk about the question of whether the Union really represented the employees in the plant before any contract terms were explored. Stellato refused to discuss representation. Consequently no collective bargaining ensued and the case went to trial.

To sum up: Under the foregoing facts can it be concluded that the Respondent discharged its obligation under Section 8 (d) to "the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement?" All the Respondent proposed to talk about was that the Union had lost its status as representative. True there were professions of willingness to meet with the Union, but always coupled with a condition precedent that other persons, not union representatives, participate. The inescapable fact remains that the Respondent did not bargain about a single other subject. Nor did it make any counterproposals. What evidence it offered in defense merely bore out these conclusions. The testimony of its two witnesses related to the number of employees at various times.

The Respondent has no defense to stand on except its claim to assume, from extraneous evidence not known to the Board which had just conducted a secret election, that the employees had changed their minds about representation, and thereupon refuse to bargain collectively. Such is certainly not the law as the Trial Examiner has observed its application.

The Supreme Court, in one of its early decisions on the question involved here, said:

A bargaining relationship once rightfully established must be permitted to exist and function for a reasonable period in which it can be given a fair chance to succeed.¹⁰

The Courts of Appeal have followed the same rule.¹¹

And such has likewise been the policy of the Board.¹²

That rule completely disposes of the principal contention of the Respondent at the hearing and in its brief and it is therefore rejected. Other arguments in the brief have already been dealt with.

Conclusion

I find that on March 24, 1947, and at all times thereafter, the Respondent has refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit; and has thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.¹³

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

I find that the activities of the Respondent set forth in Section III, above, occurring in connection with its operations 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.

¹⁰ *Franks Brothers Co. v. N. L. R. B.*, 321 U. S. 702. See to the same general effect the more recent case: *May Dept. Stores Co. v. N. L. R. B.*, 326 U. S. 376.

¹¹ *N. L. R. B. v. Swift & Co.*, 162 F. 2d 575 and the cases there reviewed.

¹² *Matter of Wooster Brass Co.*, 80 N. L. R. B. 1633; *Matter of The Mengel Co.*, 80 N. L. R. B. 705; *Matter of Dorsey Trailers Inc.*, 80 N. L. R. B. 478.

¹³ The Respondent is not charged separately with violating Section 8 (a) (1), only derivatively through its refusal to bargain.

V. THE REMEDY

Since it has been found that the Respondent has engaged in unfair labor practices, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. It having been found that the Respondent has refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit, it will be recommended that the Respondent, upon request, bargain collectively with the Union.

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

CONCLUSIONS OF LAW

1. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), is a labor organization within the meaning of Section 2 (5) of the Act.

2. All production and maintenance employees at the Respondent's Dearborn mill, excluding office clerical employees, watchmen, guards, and supervisory employees as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), was on March 24, 1947, and at all times thereafter has been, the exclusive representative of all the employees in the unit hereinabove described for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By refusing on March 24, 1947, and at all times thereafter to bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), exclusive representative of all its employees in the aforesaid appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) of the Act.

5. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

6. The aforesaid 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 foregoing findings of fact and conclusions of law, I recommend that the Respondent, Vulcan Forging Company, its officers, agents, successors and assigns shall :

1. Cease and desist from :

(a) Refusing to bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), as the exclusive representative of all production and maintenance employees at the Respondent's Dearborn, Michigan, mill, excluding office clerical employees, watchmen, guards, and supervisory employees as defined in the Act, and

(b) Engaging in any manner in any other acts interfering with the efforts of International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), to negotiate for or represent the employees in the said unit as exclusive bargaining agent.

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

(a) Upon request, bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), as the exclusive bargaining representative of all the employees in the unit described herein, with respect to wages, hours, and other terms and conditions of employment; and if an understanding is reached, embody such understanding in a written, signed agreement;

(b) Post in conspicuous places at its mill at Dearborn, Michigan, copies of the notice attached hereto, marked Appendix A. Copies of said notice, to be furnished by the Regional Director for the Seventh 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 a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted;

(c) Notify the Regional Director for the Seventh Region in writing within twenty (20) days from the receipt of this Intermediate Report what steps the Respondent has taken to comply herewith.

It is further recommended that, unless on or before twenty (20) days from the receipt of this Intermediate Report, the Respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the Respondent to take the action aforesaid.

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, Washington, D. C., an original and six 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 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. Immediately upon the filing of such statement of exceptions and/or brief, the party filing the same shall serve a copy thereof 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 mimeographed 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 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 aforesaid 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 28th day of April 1949.

HAMILTON GARDNER,
Trial Examiner.

APPENDIX A

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 Labor Management Relations Act, we hereby notify our employees that:

WE WILL NOT engage in any acts in any manner interfering with the efforts of INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW-CIO), to negotiate for or represent the employees described in the bargaining unit described below.

WE WILL BARGAIN collectively upon request with the above-named union as the exclusive representative of all employees in the bargaining unit described herein with respect to wages, hours, and other terms and conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All production and maintenance employees at the Dearborn, Michigan, mill, excluding office clerical employees, watchmen, guards, and supervisory employees.

VULCAN FORGING 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 any other material.