

In the Matter of THE ELECTRIC AUTO-LITE COMPANY and MECHANICS-  
EDUCATIONAL SOCIETY OF AMERICA, LOCAL #4

*Case No. 8-CA-255.—Decided May 8, 1950*

DECISION

AND

ORDER

On February 10, 1950, Trial Examiner George A. Downing issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair-labor practices, 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. The Respondent's request for oral argument is hereby denied because the record and exceptions, in our opinion, adequately present the issues and the positions of the parties.

The Board<sup>1</sup> has reviewed the rulings made by 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 Respondent's exceptions, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.<sup>2</sup>

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the Respondent, The Electric Auto-Lite Company, Toledo, Ohio, and its officers, agents, successors, and assigns shall:

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<sup>1</sup> Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Herzog and Members Houston and Styles].

<sup>2</sup> See, in addition to the cases cited in the Intermediate Report, *General Controls Co.*, 88 NLRB 1341.

89 NLRB No. 145.

1. Cease and desist from refusing to bargain collectively with Mechanics Educational Society of America, Local #4, as the exclusive representative of all salaried employees of the planning department in the Respondent's Champlain Street plant, excluding the planning manager, the assistant planning manager, the secretary to the planning manager, and all other supervisors, by failing and refusing to furnish to the afore-named labor organization the current salary rates for the individual employees in the unit.

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

(a) Upon request, furnish to Mechanics Educational Society of America, Local #4, the current salary rates for the individual employees in the unit in order to enable the afore-named labor organization to discharge its functions as the statutory representative of the employees in the appropriate unit;

(b) Post at its plant at Toledo, Ohio, copies of the notice attached hereto marked Appendix A.<sup>3</sup> Copies of said notice, to be furnished by the Regional Director for the Eighth Region, shall, after being duly signed by the Respondent's authorized representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for 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; and

(c) Notify the Regional Director for the Eighth Region in writing, within ten (10) days from the date of this Order, of the 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 National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT refuse to bargain collectively with MECHANICS EDUCATIONAL SOCIETY OF AMERICA, LOCAL #4, as the exclusive representative of all our employees in the appropriate unit described below, by failing and refusing to furnish to said union information as to the current salary rates for the individual employees in said unit.

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<sup>3</sup> In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be inserted in the notice, before the words "A DECISION AND ORDER," the words "DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING."

WE WILL FURNISH the above-named union upon request information as to the current salary rates for each of our individual employees in said unit, such as will enable said union properly to discharge its functions as the statutory representative of the employees in said unit.

The bargaining unit is: All salaried employees of the planning department in our Champlain Street plant, excluding the planning manager, the assistant planning manager, the material purchasing supervisors, the secretary to the planning manager, and all other supervisors as defined in the Act.

THE ELECTRIC AUTO-LITE 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.

INTERMEDIATE REPORT AND RECOMMENDED ORDER

*Mr. Carroll L. Martin*, for the General Counsel.  
*Mr. James P. Falvey*, Toledo, Ohio, for the Respondent.  
*Mr. Tor Cedervall*, Toledo, Ohio, for the Union.

STATEMENT OF THE CASE

Upon a charge filed August 17, 1949, by Mechanics Educational Society of America, Local #4, herein called the Union, the General Counsel of the National Labor Relations Board,<sup>1</sup> by the Regional Director for the Eighth Region (Cleveland, Ohio), issued a complaint dated January 3, 1950, against The Electric Auto-Lite Company,<sup>2</sup> herein called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, as amended (61 Stat. 136), herein called the Act. Copies of the complaint, the charge, and the notice of hearing were duly served on the Respondent and the Union.

With respect to the unfair labor practices, the complaint alleged in substance that the Respondent, since on or about June 15, 1949, had refused to bargain with the Union in that it had refused to furnish to the Union upon request certain information relating to pay rates and salaries for all the employees in the unit for whom the Union had been designated as the representative for the purposes of collective bargaining and certified as such by the Board, and that Respondent thereby also interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act.

<sup>1</sup> The General Counsel and his representatives are herein referred to as the General Counsel and the National Labor Relations Board as the Board.

<sup>2</sup> Respondent's name as amended at the hearing.

Respondent admitted by its answer the acts alleged in the complaint to constitute unfair labor practices, but it denied the propriety of furnishing or being required to furnish to an agent or alleged agent private payroll information as to the salaries of various individual principals in the bargaining unit.

Pursuant to notice, a hearing was held on January 17, 1950, in Toledo, Ohio, before George A. Downing, 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 to be heard, to examine and cross-examine witnesses, and to introduce evidence pertaining to the issues was afforded all parties. The parties were also afforded an opportunity to make oral argument and to file briefs, proposed findings of fact, and conclusions of law. All parties participated in oral argument at the conclusion of the hearing, but no briefs were filed.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:

#### FINDINGS OF FACT

##### I. THE BUSINESS OF THE RESPONDENT

The Electric Auto-Lite Company is an Ohio corporation. It engages at its Toledo, Ohio, plant in the manufacture, sale, and distribution of automobile accessories. In the course and conduct of its business operations, it causes and has continuously caused annually in excess of 50 percent of its raw materials, having a total annual value in excess of \$1,000,000, to be purchased, delivered, and transported from and through the States of the United States other than the State of Ohio to its Toledo, Ohio, plant; and it causes annually in excess of 50 percent of its finished products, having a total annual value in excess of \$1,000,000, to be sold, delivered, and transported to and through the States of the United States other than the State of Ohio from its Toledo, Ohio, plant.

On the basis of these facts, which are admitted by Respondent in its answer, it is hereby found that the Respondent was at all times covered by the complaint engaged in interstate commerce within the meaning of the Act.

##### II. THE LABOR ORGANIZATION INVOLVED

Mechanics Educational Society of America, Local #4, is a labor organization admitting to membership employees of the Respondent.

##### III. THE UNFAIR LABOR PRACTICES<sup>3</sup>

###### A. *The refusal to bargain*

1. The appropriate unit; representation by the Union of a majority therein.

All salaried employees of the planning department in Respondent's Champlain Street plant, excluding the planning manager, the assistant planning manager, the material purchasing supervisors, the secretary to the planning manager, and all other supervisors 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.

On or about August 11, 1944, a majority of the employees in the said unit, by a secret election conducted under the supervision of the Regional Director for the

<sup>3</sup>There is no issue between the parties as to any of the facts herein found.

Eighth Region of the Board, designated or selected the Union as their representative for the purposes of collective bargaining, and in August of 1944 it was so certified by the Board. During all periods covered by the complaint, the aforesaid unit has consisted of approximately 27 or 28 employees, of whom 25 have been members of the Union. The Union was, therefore, at all times covered by the complaint, the representative for the purposes of collective bargaining, of a majority of the employees in said unit and, by virtue of Section 9 (a) of the Act, has been and is now the exclusive representative of all the employees in said unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

## 2. The refusal to bargain

### a. *The evidence*

The Company and the Union executed a contract covering the employees in the unit on about February 23, 1945. At the time of the hearing there was in effect a contract entered into on February 11, 1947, together with a memorandum supplement thereto executed October 4, 1948.

The contract contained no provisions relating to wages or salaries, but the supplement provided for a general increase retroactive to May 5, 1948, and provided further that "No further general increase will be requested prior to June 15, 1949 . . ." It also provided that the granting of merit increases "will be entirely discretionary with Management and the Union will not attempt to negotiate or bargain on merit increases."

Prior to June 15, 1949, the Union served notice on the Respondent of its desire to open negotiations concerning a further general wage increase for the employees in the unit, in accordance with the terms of the supplementary agreement. Sometime in June, subsequent to June 15, the Respondent and the Union entered into negotiations concerning salary increases for said employees, and discussions were held on the Union's proposal concerning a possible salary increase on a percentage basis for the employees involved. The Union, through Clarence Peck, chairman of the union shop committee, requested the Respondent, through Walter Scheiver, planning department manager, to furnish the Union with the name, job classification, seniority listing, and salary rate for each of the employees in the unit, stating that he wanted the information in order intelligently to negotiate increases in the salary rates of the various individuals in the unit, and in order to try to police the established salary rate ranges. Peck also stated that he wanted to know whether the individuals were under, within, or above the established rate ranges and further said that there had been three instances in other units of the Company in which the Union represented the employees and in which the Union had accidentally found out that employees were receiving less than the minimum rate for the job; and so the Union wanted the requested information for the planning department in order to check to see whether there were any similar instances there.

Peck also stated that he wanted the information for the purpose of being able to discuss salary negotiations then in progress and for use in contract negotiations which would take place around February of 1950.

Scheiver advised Peck that he had no authority to reveal any such data as requested and that any authority to give the information would have to come from Mr. James Falvey, vice president in charge of industrial relations. The following week Scheiver advised Peck that no authority could be secured to

reveal the salary rate information as requested by the Union as he had been advised that company policy prohibited it.

Peck then made the same request for information to Mr. James Falvey and his assistant, Mr. Huebner, and was told by them that company policy prohibited giving any such salary rate information as requested by the Union, as the Respondent felt that the salary rates paid the employees in the unit was confidential.

During June and July 1949, various meetings were held between the Union and the Respondent during which time salary increases for the planning department employees in the unit were discussed, but no agreement was reached.

Shortly after the request for information was made in 1949, the Respondent did furnish to the Union a list of all the employees in the unit together with the following information: The name, job classification, and seniority listing for the employees. However, the salaries of individual employees were not disclosed, and the Respondent has at all times refused and still refuses to furnish the Union with the salary rates of the employees in the unit.

There are approximately 27 employees in the unit; they are classified as senior planning clerks, general clerical senior, general clerical, senior and junior tabulating machine operators, and typist clerks. All of them are paid on a salary basis and the Respondent has in existence rate ranges for the various job classifications, and the maximum and minimum of those ranges are known to the Union.

Falvey testified that the lowest classification was junior typist with a starting rate of \$157.50 per month, which advances to \$183.50 at the end of 90 days; that the highest classification was senior planning clerk with a maximum rate of \$353.50 per month; and that there were minimum and maximum rates for all classifications.

#### b. *Concluding findings*

In supporting its request for information as to current wage rates, the Union had explained that it was necessary (1) to enable the Union to negotiate intelligently on its proposal for a general wage increase, and (2) in order to "police" the established rate ranges, i. e., to ascertain whether salaries being paid to individual employees were under, within, or over the established ranges. As justifying its concern on the latter score, the Union referred to three instances in other units of Respondent's employees in which the Union was likewise the bargaining agent where it had accidentally learned that the employees were receiving less than the minimum for the job.

These reasons seem legitimate support for the Union's request and in full consonance with its statutory functions. Obviously, it could not intelligently represent the employees in the bargaining negotiations for a general increase then under way without knowing their current wage rates.

Furthermore, as the recognized bargaining agent, it was the Union's duty to make inquiries and investigations as it deemed appropriate in order to determine whether the salaries and merit increases were within the agreed range. It would be derelict in its duty if it did less. The Union's responsibility is here in fact greater than that which ordinarily rests on a bargaining representative because the entire matter of merit increases had been left within the discretion of management. As the Supreme Court has observed (*J. I. Case Co. v. N. L. R. B.*, 321 U. S. 332, 338) :

The practice and philosophy of collective bargaining looks with suspicion on such individual advantages. . . . They are a fruitful way of interfering with organization and choice of representatives; increased compensation, if

individually deserved, is often earned at the cost of breaking down some other standard thought to be for the welfare of the group, and always creates the suspicion of being paid at the long-range expense of the group as a whole.

The contract itself reflects recognition, through the establishment of a grievance procedure, that differences of opinion might arise from the administration of this and other of its provisions. The Union's functions under that procedure obviously could not be performed without a "policing" of the rate ranges.

We turn then to a consideration of the matters which Respondent asserts as justification of its refusal to furnish the Union the requested information. Respondent rests its defenses on two main grounds: (1) Such information is confidential; and (2) the unit was a small one and the Union could readily have procured the information from the employees. Respondent also argues that it could refuse to furnish the information because the individual employees (principals) had not authorized it to disclose the information to the Union (agent).

These issues are now well settled under decisions both of the Board and of the courts. As the Board recently pointed out, in the *Cincinnati Steel Castings* case, 86 NLRB 592:

As we have frequently held, an employer's refusal during bargaining negotiations to furnish necessary information to the representative of his employees shows a lack of good faith in bargaining and constitutes in itself a violation of Section 8 (a) (5) of the Act [citing cases set out in the margin].<sup>4</sup>

We agree, as the General Counsel contends, that it was necessary for the union in this case to have full information as to the names of the employees in the unit, their wage rates, and their classifications in order for it to intelligently represent the employees in the contract negotiations.

The Board's decision in the *Aluminum Ore* case and the Court of Appeals' decision ordering enforcement disposed of the contention that the information was confidential. The Board said (39 NLRB at 1297):

In this situation, an employer bargaining in good faith would not have withheld the information requested, nor would the employees be privileged against its disclosure since the information is essential to the intelligent bargaining on their behalf required by the Act.

The Court of Appeals discussed the point more extensively (131 F. 2d at 487):

It appears further that when the union expressed willingness to bargain upon the basis suggested by petitioner, namely, that of related groups, and when petitioner announced certain increases, the union requested that it be supplied with the information contained in petitioner's records of employment, in order that it might have a complete picture of the wage history of the various group-members to whom increases were granted. This, petitioner said, was confidential.

Again we do not believe that it was the intent of Congress in this legislation that, in the collective bargaining prescribed, the union, as representative of the employees, should be deprived of the pertinent facts constituting

<sup>4</sup> *Aluminum Ore Company*, 39 NLRB 1286, enforced 131 F. 2d 485 (C. A. 7); *J. H. Allison & Company*, 70 NLRB 377, enforced 165 F. 2d 766 (C. A. 6); cert. denied 335 U. S. 905; *Yanette Hosiery Mills*, 80 NLRB 1116; *Dixie Manufacturing Company*, 75 NLRB 645; *National Grinding Wheel Company*, 75 NLRB 905; *Sherman-Williams Company*, 34 NLRB 651.

the wage history of its members. We can conceive of no justification for a claim that such information is confidential. Rather it seems to go to the very root of the facts upon which the merits were to be resolved. In determining what employees should receive increases and in what amounts, it could have been only helpful to have before the bargainers the wage history of the various employees, including full information as to the work done by the respective employees and as to their respective wages in the past, their respective increases from time to time and all other facts bearing upon what constituted fair wages and fair increases. And if there be any reasonable basis for the contention that this may have been confidential data of the employer before the passage of the Act, it seems to us it cannot be so held in the face of the expressed social and economic purposes of the statute.

The contention that the Union could have secured the information from the employees themselves was made both in the *Aluminum Ore* and the *Allison* cases, but was upheld in neither. The following observation made in the *Allison* case (70 NLRB at 385) is particularly apropos to the present case:

Nor is it any answer for the respondent to urge as it does here that the Union might have obtained this information from its own members. Since it is a proper subject for collective bargaining, it is the responsibility of the respondent to furnish this information and it cannot urge that the Union seek some other recourse which may under the circumstances prove impossible, or at least inconvenient and embarrassing. That the respondent recognized this is shown by the testimony of its own vice president to the effect that he realized that some employees might not desire to let the Union know they had received an individual increase in wages.

The record here contains a corresponding acknowledgment by Respondent's counsel in oral argument that:

. . . there is a disposition or a tendency on the part of the employees perhaps to exaggerate the salary they are receiving . . . sometimes they are not disposed to tell a person what their salary is. That is a perfectly natural thing.

The small size of the unit and the fact that 25 out of the 27 or 28 employees therein were members of the Union is therefore beside the point which Respondent urges since, as recognized by the Board and the respondent in the *Allison* case and by the Respondent here, union members might (as well as nonunion members) hesitate to inform the Union what individual increases they had received.

The simple, clear fact that emerges is that the only source of accurate and authentic information as to the employees' current wage rates is the Respondent's payroll records. The small size of the unit is material only as emphasizing the reasonableness of the Union's request and the ease with which the Respondent can comply. There is and can be no claim that compliance would be "so burdensome or time consuming as to impede the process of bargaining" (cf. *Cincinnati Steel Casting Co., supra*); indeed, Respondent's counsel conceded in oral argument that the information could be supplied in a few minutes.

There remains for consideration Respondent's contention that it could legally refuse to furnish the requested information because the individual employees, as principals, had not authorized the employer to disclose it to the Union, their agent. Such claim is without support in law or logic.

First, it runs counter to the *statutory authority* of the Union to act as "the exclusive representative of all the employees in [the appropriate] unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of em-

ployment, or other conditions of employment." (Section 9 (a).) It likewise runs counter to Respondent's own contractual recognition of the Union "as sole bargaining agent" of said employees "for the purposes of collective bargaining" in respect to the same matters.

By statute, then, the bargaining agent's authority is fixed, and by contract the Respondent expressly recognized it. Such authority extended (as held in the above-cited cases) to the Union's right to request and to receive information essential to an intelligent representation of its principals, the employees. No additional and specific authorization in that regard is required from the individual employees as argued by the Respondent. The statute supplied all that was required.<sup>5</sup>

Respondent's argument is apparently premised on a confusion of the relationships between the parties. Thus, were the situation one in which the employees were principals, the Respondent, their agent, and the Union an ordinary third party seeking information or data in Respondent's possession belonging to or concerning the employees, Respondent might then urge that it could with propriety require the authorization of its employee principals to disclose the information. Indeed only unless some such confusion of relationship by Respondent is postulated, does Respondent's argument seem understandable.

Upon a consideration of the entire record, it is therefore concluded and found that Respondent, by refusing to furnish the Union the information requested, 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.

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in Division III, above, occurring in connection with the operations of Respondent described in Division 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 it will be recommended that Respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Having found that Respondent has refused to bargain collectively with the Union by refusing to furnish the Union the current salary rates of the employees within the unit, it will be recommended that Respondent, upon request, bargain collectively with the Union by supplying such information to the Union. *J. H. Allison and Company, supra; National Grinding Wheel Company, supra.*

Because of the limited scope of Respondent's refusal to bargain and the absence of any evidence that danger of other unfair labor practices is to be

<sup>5</sup> Respondent made no contention that any of the employees had requested or directed it not to disclose the information sought by the Union. Such claim, if pleaded and proved, would not appear to constitute a defense, since the Union's authority as bargaining agent is fixed by the statute and since there is no provision by which, so long as it exists, it can be revoked in whole or in part by acts of individual employees in the bargaining unit.

anticipated from Respondent's conduct, it will not be recommended that Respondent cease and desist from the commission of any other unfair labor practices. *J. H. Allison and Company, supra.*

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

#### CONCLUSIONS OF LAW

1. The Union is a labor organization within the meaning of Section 2 (5) of the Act.
2. All salaried employees of the planning department in the Respondent's Champlain Street plant, excluding the planning manager, the assistant planning manager, the material purchasing supervisors, the secretary to the planning manager, and all other supervisors 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. At all times since August 1944, the Union has been and now is the exclusive representative of all the employees in the aforesaid unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.
4. By failing and refusing, at all times since June 15, 1949, to furnish the Union with the current salary rates for the individual employees within the unit, thereby failing and refusing to bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) of the Act.
5. By said acts Respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act and has engaged and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.
6. 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 Respondent, its officers, agents, successors, and assigns shall:

1. Cease and desist from refusing to bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit by failing and refusing to furnish the Union with the current salary rates for the individual employees in the unit.
2. Take the following affirmative action which I find will effectuate the policies of the Act:
  - (a) Upon request furnish the Union with the current salary rates for the individual employees in the unit in order to enable the Union to discharge its functions as the statutory representative of the employees in the appropriate unit;
  - (b) Post at its plant at Toledo, Ohio, copies of the notice attached hereto marked Appendix A. Copies of said notice, to be furnished by the Regional Director for the Eighth Region, shall, after being duly signed by Respondent's authorized representative, be posted by Respondent immediately upon receipt thereof and maintained by it for sixty (60) consecutive days thereafter in conspicuous places.

including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material; and

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

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

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board 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 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 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 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 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 10th day of February 1950.

GEORGE A. DOWNING,  
*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 National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT refuse to bargain collectively with MECHANICS EDUCATIONAL SOCIETY OF AMERICA, LOCAL #4, as the exclusive representative of all our employees in the appropriate unit described below, with respect to furnish-

ing said Union information as to the current salary rates for the individual employees in said unit.

WE WILL FURNISH the above-named Union upon request information as to the current salary rates for each of our individual employees in said unit, such as will enable said union properly to discharge its functions as the statutory representative of the employees in said unit.

The bargaining unit is: All salaried employees of the planning department in the Respondent's Champlain Street plant, excluding the planning manager, the assistant planning manager, the material purchasing supervisors, the secretary to the planning manager, and all other supervisors as defined in the Act.

THE ELECTRIC AUTO-LITE 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.