

concerted activities for the purposes of collective bargaining or other mutual aid or protection, and present a ready and effective means of destroying self-organization among its employees. Because of Respondent's unlawful conduct and since there appears to be an underlying attitude of opposition on the part of Respondent to the purposes of the Act to protect the rights of employees generally,¹⁷ the undersigned is convinced that if Respondent is not restrained from committing such conduct, the danger of their commission in the future is to be anticipated from Respondent's conduct in the past, and the policies of the Act will be defeated. In order, therefore, to make effective the interdependent guarantees of Section 7 of the Act, to prevent a recurrence of unfair labor practices, and thereby minimize industrial strife which burdens and obstructs commerce, and thus effectuate the policies of the Act, the undersigned will recommend that Respondent cease and desist from in any manner infringing upon the rights guaranteed in Section 7 of the Act.

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

CONCLUSIONS OF LAW

1. American Federation of Labor is a labor organization within the meaning of Section 2 (5) of the Act.

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

3. By discriminating in regard to the hire and tenure of employment of Elizabeth Victor and thereby discouraging membership in American Federation of Labor, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (3) of the Act.

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

[Recommended Order omitted from publication in this volume.]

¹⁷ See *May Department Stores Company, etc. v. N. L. R. B.*, 326 U. S. 376.

KELLY A. SCOTT *and* INTERNATIONAL ASSOCIATION OF MACHINISTS,
DISTRICT LODGE No. 727. *Case No. 21-CA-753. March 5, 1951*

Decision and Order

On November 29, 1950, Trial Examiner Howard Myers 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 he 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 Board¹ has reviewed the rulings made by the Trial Examiner

¹ Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Houston, Reynolds, and Styles].

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 brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following additions, exceptions, and modifications:

1. The Trial Examiner found that the Respondent operates his business of distributing new Hudson automobiles at retail under an *exclusive* franchise in a specified territory. This is not precisely so. The Respondent's franchise agreement with the wholesale distributor provides that the wholesaler or anyone else designated by the wholesaler may sell new Hudson automobiles within the territory. However, although that factor is not determinative, we note that for many years before the unfair labor practices found here, the Respondent has in fact been, and still is, the exclusive retail dealer in new Hudson automobiles in this territory. What is controlling is the fact that the franchise in question ultimately associates the Respondent with a Nation-wide producer and distributor of automobiles, and that the franchise provides certain controls as to the Respondent's capital requirements, place of business, hours, service facilities, personnel, signs, and local area advertising. Under the circumstances, we find that here, no less than in the *Baxter Bros.* case (91 NLRB 1564), the Respondent's business is an integral part of a multistate business, and that it will effectuate the policies of the Act to assert jurisdiction over the Respondent.

2. We find, as did the Trial Examiner, that the Respondent refused to bargain in violation of Section 8 (a) (5) and 8 (a) (1) of the Act.

The Respondent contends, among other things, that the complaint should be dismissed because, after the refusal to bargain, the Union lost its majority status by virtue of the fact that two employees who had previously authorized the Union to act as their bargaining representative quit the Respondent's employment for reasons having no connection with any unfair labor practice. We find no merit in this contention. It is clear, as the Trial Examiner found, that the Union represented a majority of the employees in the appropriate unit at the time of the refusal to bargain, and that is the determinative fact.²

² *Earl Severin, Inc.*, 90 NLRB 86. Nor can it be said that the Respondent's refusal to bargain was predicated on any good-faith doubt as to the Union's majority at that time. It is true that on May 14, 1950, subsequent to the refusal to bargain, the Union and the Respondent had a conference in which the union representative stated that the unfair labor practice charge in this proceeding might not have been filed if the Respondent had consented to the holding of an election, and the Respondent replied: ". . . Go ahead and have your damn election." We do not find in this incident or in any other conduct disclosed by the record any evidence that the Respondent on April 14, 1950, refused to recognize the Union because it in good faith doubted the Union's majority.

Nor is the alleged loss of majority subsequent to the refusal to bargain determinative of the remedy to be ordered. This Board has held with court approval that the only means by which a refusal to bargain can be effectively remedied is an affirmative order requiring the employer to bargain with the Union which represented a majority at the time of the refusal to bargain.³ It is immaterial that in this case the alleged loss of majority is predicated on the nondiscriminatory quitting of two employees. Here, no less than in cases where the alleged loss of majority results from withdrawals from the union, it must be presumed that, but for the Respondent's illegal refusal to bargain, the Union would have been able to retain its majority among those remaining in the Respondent's employ.⁴

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, Kelly A. Scott, his agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing, upon request, to bargain collectively with International Association of Machinists, District Lodge No. 727, as the exclusive representative of all mechanics, lube men, parts men, body and fender men, painters, service mechanics, maintenance men, and working foremen at the Respondent's Van Nuys, California, automobile sales establishment, excluding guards, professional employees, clerical employees, salesmen, and supervisors as defined by the Act.

(b) In any other manner interfering with the efforts of the above-named Union to bargain collectively with the Respondent.

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

(a) Upon request, bargain collectively with International Association of Machinists, District Lodge No. 727, as the exclusive representative of all the employees in the above-described appropriate unit, and if an understanding is reached, embody such understanding in a signed agreement.

(b) Post in his plant at Van Nuys, California, copies of the notice attached hereto and marked Appendix A.⁵ Copies of said notice, to be furnished by the Regional Director for the Twenty-first Region, shall, after being duly signed by the Respondent, be posted by the

³ *N L R B. v Lorillard Co.*, 314 U S 512

⁴ See, for example, *N L R B v Franks Bros. Co.*, 321 U. S. 702

⁵ 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"

Respondent immediately upon receipt thereof and be maintained by him 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.

(c) Notify the Regional Director for the Twenty-first Region, Los Angeles, California, in writing, within ten (10) days from the date of this 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 National Labor Relations Act, I hereby notify my employees that:

I WILL NOT in any manner interfere with the efforts of INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE No. 727, to bargain collectively with me, or refuse to bargain with said union as the exclusive representative of my employees in the bargaining unit described herein.

I WILL bargain collectively, upon request, with the above-named union, as the exclusive representative of the employees in the bargaining unit described herein with respect to grievances, labor disputes, rates of pay, wages, hours of employment, 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 mechanics, lube men, parts men, body and fender men, painters, service mechanics, maintenance men, and working foremen, excluding guards, professional employees, clerical employees, salesmen, and supervisors as defined in the Act.

KELLY A. SCOTT,
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 and Recommended Order

George H. O'Brien, Esq., for the General Counsel.

Carter & Potruch, by Messrs. *Frederick A. Potruch* and *James M. Nicoson*, for the Respondent.

E. M. Skagen, Esq., for the Union.

STATEMENT OF THE CASE

Upon a charge duly filed on April 14, 1950, by International Association of Machinists, District Lodge No. 727, herein called the Union, the General Counsel of the National Labor Relations Board, herein respectively called the General Counsel and the Board, by the Regional Director for the Twenty-First Region (Los Angeles, California), issued his complaint on August 18, 1950, alleging that Kelly A. Scott, Van Nuys, California, herein called 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 and the charge, together with notice of hearing thereon, were duly served upon the Respondent and the Union.

With respect to the unfair labor practices, the complaint alleged, in substance, that on and since April 14, 1950, the Respondent has refused to bargain collectively with the Union although the Union had been selected and designated the collective bargaining representative by the Respondent's employees in a certain appropriate unit.

On August 30, 1950, the Respondent duly filed an answer denying the commission of the alleged unfair labor practices.

Pursuant to notice, a hearing was held in Los Angeles, California, on October 3, 4, and 5, 1950, before Howard Myers, the duly designated Trial Examiner. The Respondent and the General Counsel were represented by counsel; the Union by a representative thereof. The parties participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence pertinent to the issues.

At the conclusion of the General Counsel's case-in-chief, counsel for the Respondent moved to dismiss the complaint for lack of proof. The motion was denied. He then moved to dismiss the allegations of the complaint with respect to the appropriateness of the unit and the Union's majority status therein. Decision thereon was reserved. The motions are hereby denied. The Respondent called no witnesses and rested its case at the conclusion of the General Counsel's case. The parties waived oral argument and then were advised that they might file briefs or proposed findings of fact and conclusions of law, or both, with the undersigned on or before October 20, 1950.¹ Briefs have been received from counsel for the Respondent and for the General Counsel.

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

Kelly A. Scott owns and operates a plant and offices in Van Nuys, California, where he is engaged in the service, sale, and distribution of automobiles, operating under an exclusive franchise for the entire city of Van Nuys from Hudson Sales Corporation, Los Angeles, California, which, in turn, by agreement with Hudson Motor Car Company, Detroit, Michigan, the manufacturer of Hudson automobiles, is the exclusive distributor of new Hudson automobiles in Southern California, wherein Van Nuys is located. Hudson Sales Corporation's territory also covers parts of Arizona and Nevada.

¹ At the request of Respondent's counsel the time was extended to November 15, 1950.

During 1949, the Respondent purchased from Hudson Sales Corporation new Hudson automobiles valued at \$241,619.14 and parts and accessories valued at \$29,917.91. During the said year, the Respondent's sales of new automobiles amounted to \$312,806 81, and his sales of parts and accessories amounted to \$47,029.91.

During the first 6 months of 1950, the Respondent's purchases of new automobiles, parts, and accessories from Hudson Sales Corporation amounted to \$288,959 97.

All new Hudson automobiles, and accessories attached thereto, sold by the Respondent, are manufactured in Detroit, Michigan, and are shipped from there to Hudson Sales Corporation in Los Angeles, California, which delivers them to the Respondent.

Practically all the parts and accessories sold by or used by the Respondent are shipped from Detroit, Michigan, to Hudson Sales Corporation which delivers them to the Respondent.

The Respondent, besides its used car department, also maintains a service and repair department which services the cars of its new car customers and other local customers.

All the Respondent's sales of automobiles, both new and used, parts, and accessories, are made either locally or within the State of California.

Counsel for the Respondent contended at the hearing, and in his brief, that the complaint, with respect to jurisdiction, should be dismissed because the Board should not assert jurisdiction over the Respondent herein since all the purchases and sales of the Respondent were made within the State of California. For the reasons stated by the Board in *Baxter Bros.*, 91 NLRB 1564, the contention is without merit. Accordingly, the undersigned finds that during all times material herein the Respondent was, and now is, subject to the jurisdiction of the Board and that it will effectuate the policies of the Act for the Board to assert jurisdiction over the Respondent.

II. THE ORGANIZATION INVOLVED

International Association of Machinists, District Lodge No. 727, is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOB PRACTICES

The Refusal to Bargain Collectively with the Union

A. The appropriate unit

The complaint alleged that the appropriate unit comprises all the Respondent's "mechanics, lube men, parts men, body and fender men, painters, service mechanics, maintenance men and working foremen, excluding guards, professional employees, clerical employees, and supervisors as defined by the Act." The Respondent's answer denied the allegation but no evidence was offered in support of the denial.

According to the credible testimony of John Foote and Delmar A. Gordon, two representatives of the Union, they, together with Daniel Sharp, a union member, called upon the Respondent on April 14, 1950, at his place of business in Van Nuys and there Gordon, after introducing himself, Sharp, and Foote to the Respondent, informed the Respondent that the Union represented a majority of his production and maintenance employees and then requested him to bargain collectively with the Union as representative of those employees. The Respondent replied by ordering Gordon, Sharp, and Foote off his premises, adding that he did not want to discuss anything with them. It is clear therefrom that

the Respondent raised no question as to the appropriateness of the unit in which the Union claimed representation.

Upon the entire record in the case, the undersigned is of the opinion and finds, as alleged in the complaint and in accord with Board decisions,² that all the Respondent's mechanics, lube men, parts men, body and fender men, painters, service mechanics, maintenance men, and working foremen, excluding guards, professional employees, clerical employees, salesmen, and supervisors as defined by the Act, at all times material herein constituted, and now constitute, a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

B. Representation by the Union of a majority in the appropriate unit

At the hearing herein, there was introduced in evidence by the General Counsel a list prepared by the Respondent containing the names of all the Respondent's employees in the unit hereinabove found appropriate. The list shows that on April 14, 1950, the Respondent had in his employ nine persons in the said unit.³ On behalf of the General Counsel there were offered and received in evidence seven signed cards⁴ each reading as follows:

Authorization for Representation under the National Labor Relations Act

I, the undersigned, employee of _____ employed at _____ Dept. No. _____ Clock No. _____ Shift No. _____ Plant No. _____ Home address _____ City _____ Tel. No. _____

hereby authorize the International Association of Machinists to represent me as my exclusive Collective Bargaining Agent with respect to wages, hours of employment, and other conditions of employment, in accordance with the provisions of the National Labor Relations Act.

The full power and authority to act for the undersigned as described herein supersedes any power or authority heretofore given any person or organization to represent me.

This does not oblige me financially in any way.

Date _____

Signature of employee

Please print name

The six cards bore the respective signatures of six persons in the appropriate unit. One card is dated March 28, 1950; two are dated April 11, 1950; and

² *Rowan Motor Company*, 90 NLRB No 156; *Sheeley Motor Sales Co.*, 89 NLRB 1376; *Fuller Automobile Co.*, 88 NLRB 1452

³ The undersigned excludes Philip Arana from the unit. The record clearly shows that before, on, and after April 14, 1950, Arana was a supervisor with authority to hire and fire.

⁴ This number includes the card of Arana. Respondent's counsel contended at the hearing, and in his brief, that because Arana signed an authorization card and attended the meeting of April 13, the Union did not represent an uncoerced majority at the time it made its demands for recognition. In support of his contention, counsel relies on the *Wells, Inc.* case, 68 NLRB 545. The facts in that case are clearly distinguishable from those here present. The record herein unmistakably shows that Arana signed the card and attended the meeting at the behest of certain nonsupervisory employees of the Respondent and that his supervisory status was well known to them. At the meeting, Arana informed Gordon, the spokesman for the Union, of his supervisory status and admittedly there was discussion as to his eligibility to participate in an election if the Respondent demanded that the Union be certified by the Board before he would recognize the Union as the collective bargaining representative of his employees. There is no evidence that his action in signing an authorization card and attending a union meeting had the slightest coercive or persuasive effect on the nonsupervisory employees.

three are undated. The cards, after being signed, were mailed to the Union. One bears the postmark of March 28, 1950, and the remaining five were mailed on April 11, 1950.

There is no dispute that each of the six persons whose names appear on the cards signed the cards voluntarily and without any coercion on the behalf of the Union or by any of its representatives. The Respondent, however, maintains that the Union at no time represented the majority of the employees in the appropriate unit because none of the signers of the cards signed them with the intention of designating the Union as his collective bargaining representative.

Each of the six signers testified in substance that he signed the card so as to gain admission to a union meeting in order to ascertain whether it would be beneficial for him to join the Union; that he did not intend thereby to designate the Union his collective bargaining representative; and that he did not read the card prior to affixing his signature thereto; and that after attending a meeting at the union hall on April 13, 1950, at which, among those things, the said six elected a shop steward from among themselves, he decided that he did not wish to become affiliated with the Union. Each admitted, however, that at no time did he inform the Union of his decision not to affiliate with it, or request the return of the authorization card which he had signed, or revoke the designation of the Union as his collective bargaining representative. Furthermore, there is no evidence that any of the said six persons informed the Respondent that he had repudiated the Union as his representative.

The record clearly indicates, and the undersigned finds, that for about a month prior to the signing of the card by Joseph Slackie on March 28, 1950, and mailing it to the Union the following day, the Union had been passing out to the Respondent's employees handbills and authorization cards similar to those in evidence; that during that period the employees had discussed among themselves the Union, the handbills, and the cards; and that it was the spontaneous, voluntary action of the employees to sign the cards when they did; and that when they signed the cards it was their clear intention to designate the Union as their collective bargaining representative. Their testimony that they signed the cards without reading them and for the purpose of gaining admission to a union meeting or to secure a Board election is patently and knowingly false. Their demeanor on the witness stand clearly indicated to the undersigned that they were, and each of them was, withholding the true facts. The designations are clear and unequivocal and nothing therein could have led the signers thereof, or any other reasonable persons, to believe that the cards had to be signed in order for them to gain admission to a union meeting or to obtain a Board election.

Under the circumstances, the undersigned finds that the said six persons by signing the said authorization cards duly designated the Union as their collective bargaining representative. The undersigned further finds, upon the basis of the foregoing and upon the entire record, that the Union was on April 11, 1950, and at all times thereafter has been, the duly designated representative of a majority of the employees in the appropriate unit, and that, by virtue of Section 9 (a) of the Act, was, on April 11, 1950, and since that date has been, the exclusive representative of all the employees in the said unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.⁵

⁵ *The Mengel Company*, 80 NLRB 705, 724; *Vulcan Forging Company*, 85 NLRB 621; *West Fork Cut Glass Company*, 90 NLRB 944; *Appalachian Electric Power Co.*, 140 F. 2d 217; *Botany Worsted Mills*, 133 F. 2d 876; *Motor Valve & Manufacturing Co.*, 149 F. 2d 247.

C. The refusal to bargain

As found above, Gordon, Foote, and Sharp called upon the Respondent on April 14, 1950, and demanded that he recognize and deal with the Union as the exclusive collective bargaining representative of the Respondent's employees. According to the credible testimony of Foote, the following ensued at that meeting:

When we first walked in the door, Mr. Scott looked up and asked what he could do for us. He said, "Hello, gentlemen, what can I do for you?"

Mr. Gordon did most of the talking. In fact, he did all the talking. He handed Mr. Scott his personal card with name and occupation on the card. He then introduced himself and then he introduced Mr. Sharp and myself. He said, "We represent a majority of your employees and we come to ask you to bargain with us on wage, hours, and working conditions."

* * * * *

When Mr. Gordon finished asking him to bargain on wages, hours, and working conditions, Mr. Scott said, "Ask your God damn mechanics how they would like me to shut the shop down, and I can do it before you can even tell me what you came here to say."

And Mr. Gordon again asked Mr. Scott if he would bargain with us on wages, hours, and working conditions, at which time Mr. Scott said, "Take your damn mechanics elsewhere and organize them. I need a bunch of union mechanics like I need a hole in the head."

Mr. Gordon then asked Mr. Scott, "Do you then refuse to talk with us on this subject, Mr. Scott?" To which Mr. Scott replied, "Get the hell off my property. I don't want to talk to you about anything."

Mr. Gordon then said, "I am sorry you feel that way, Mr. Scott," and so we took our exit and left.

Scott, the Respondent, admitted on the witness stand that when Gordon requested that he recognize the Union as the collective bargaining agent of its employees, he replied that Gordon "represented the biggest pile of crap I ever looked at and to move himself from my premises."

Upon the basis of the foregoing, and upon the entire record in the case, the undersigned concludes and finds that on April 14, 1950, and at all times material herein, the Respondent failed and refused to bargain collectively with the duly designated representative of a majority of his employees in the unit hereinabove found appropriate, in violation of Section 8 (a) (5) of the Act, thereby interfering with, restraining, and coercing his employees in the exercise of the rights guaranteed in Section 7 thereof.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in Section III, above, occurring in connection with the operations of the Respondent described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and such of them as have been found to constitute unfair labor practices, 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 unfair labor practices, it will be recommended that he cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent has refused to bargain, in violation of Section 8 (a) (5) and 8 (a) (1) of the Act, the undersigned will recommend that the Respondent cease and desist from engaging in such conduct. The undersigned will further recommend that the Respondent, upon request, bargain collectively with the Union as the exclusive representative of all the employees in the unit hereinabove found appropriate.

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

CONCLUSIONS OF LAW

1. International Association of Machinists, District Lodge No. 727, is a labor organization, within the meaning of Section 2 (5) of the Act.

2. All the Respondent's mechanics, lube men, parts men, body and fender men, painters, service mechanics, maintenance men, and working foremen, excluding guards, professional employees, clerical employees, salesmen, and supervisors as defined by the Act, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

3. International Association of Machinists, District Lodge No. 727 was on April 11, 1950, and at all times relevant thereafter has been, the exclusive representative of all the employees in such unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

4. By refusing on April 14, 1950, and thereafter to bargain collectively with International Association of Machinists, District Lodge No. 727, as the exclusive representative of all the employees in the 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 the said refusal the Respondent interfered with, restrained, and coerced his employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in 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.

[Recommended Order omitted from publication in this volume.]

RICHMOND DRY GOODS COMPANY, INC. *and* RETAIL CLERKS INTERNATIONAL ASSOCIATION, LOCAL 157, AFL, PETITIONER

RICHMOND DRY GOODS COMPANY, INC. *and* WAREHOUSE EMPLOYEES UNION LOCAL No. 322, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, AFL, PETITIONER. *Cases Nos. 5-RC-730 and 5-RC-789. March 5, 1951*

Decision and Order

Upon petitions duly filed, a consolidated hearing was held before Dudley S. Knox, hearing officer. The hearing officer's rulings made 93 NLRB No. 87.