

In the Matter of LAKESHORE ELECTRIC MFG. CORP. and UNITED
ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (CIO)

Case No. 8-C-1875.—Decided April 26, 1946

DECISION

AND

ORDER

On March 4, 1946, the Trial Examiner 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 designed to effectuate the policies of the Act, 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 before the Board at Washington, D. C., was denied because it was not made timely, as required by the Board's Rules and Regulations.

The Board has reviewed the rulings of the Trial Examiner 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.¹

The Trial Examiner found that, on and after November 1, 1945, the respondent, in violation of Section 8 (5) of the Act, refused to bargain collectively with the Union as the duly designated bargaining representative of the respondent's employees in an appropriate unit. To remedy this unfair labor practice, the Trial Examiner recommended that the respondent be directed to bargain, upon request, with the Union. We agree.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations

¹ In its brief before the Board, the respondent has moved to reopen the record to introduce additional evidence. No explanation is given as to the nature of the evidence which the respondent seeks to introduce, its availability at the time of the hearing before the Trial Examiner, or as to the reason for the respondent's failure to introduce it at that time. The motion is hereby denied.

Board hereby orders that the respondent, Lakeshore Electric Mfg. Corp., Cleveland, Ohio, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with United Electrical, Radio & Machine Workers of America (CIO), as the exclusive representative of its production and maintenance employees including working foremen, but excluding clerical employees, and foremen with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action;

(b) In any manner interfering with the efforts of United Electrical, Radio & Machine Workers of America (CIO), to bargain collectively with it as the representative of its employees in the appropriate unit described above.

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

(a) Upon request, bargain collectively with United Electrical, Radio & Machine Workers of America (CIO), as the exclusive representative of all its employees in the aforesaid appropriate unit, with respect to rates of pay, wages, hours of employment and other conditions of employment:

(b) Post at its plant in Cleveland, Ohio, copies of the notice attached to the Intermediate Report herein, marked "Appendix A."² Copies of such notice, to be furnished by the Regional Director for the Eighth Region, shall, after being duly signed by the respondent's 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;

(c) Notify the Regional Director for the Eighth Region (Cleveland, Ohio), in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

INTERMEDIATE REPORT

Richard C. Swander, Esq. of Cleveland, Ohio, for the Board.

Ruth Merson, Field Organizer, 830 Vincent Avenue, Cleveland 14, Ohio, and *Joseph Kres*, Local Representative, 1000 Walnut Street, Cleveland, Ohio, for the Union.

Morton M. Stotter, Esq., 816 Hippodrome Building, Cleveland 14, Ohio, for the respondent.

² Said notice, however, shall be, and it hereby is, amended by striking from the first paragraph thereof the words "Recommendations of a Trial Examiner" and substituting in lieu thereof the words "A Decision and Order."

STATEMENT OF THE CASE

On an amended charge filed January 17, 1946, by United Electrical, Radio & Machine Workers of America (CIO), herein referred to as the Union, the National Labor Relations Board, herein called the Board, on January 17, 1946, by the Regional Director for the Eighth Region (Cleveland, Ohio), issued its complaint against Lakeshore Electric Mfg. Corp., of Cleveland, Ohio, herein called the Respondent, alleging that Respondent had engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint together with copies of the amended charge and a notice of hearing and continuance of the hearing were duly served upon the Union and Respondent.

Concerning unfair labor practices the complaint alleges that on or about October 10, 1945, a majority of the employees in an appropriate unit described in the complaint, by a secret election conducted under the supervision of the Regional Director for the Eighth Region of the Board, designated the Union as their representative for the purposes of collective bargaining and that by virtue of Section 9 (a) of the Act, the Union has been and now is the exclusive representative of all the employees in such unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment; that on or about November 1, 1945, and at various times thereafter, the Union requested Respondent to bargain collectively with it in respect to rates of pay, wages, hours of employment or other conditions of employment, as the exclusive representative of the employees in the described unit, and that Respondent at such time and at all times thereafter refused and has continued to refuse to so bargain, and thereby has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) and (5) of the Act.

Respondent duly filed its answer admitting the allegations of the complaint pertaining to its corporate structure and the nature and extent of the business conducted by it; the fact that the Union is a labor organization within the meaning of Section 2 (5) of the Act; that the unit described in the complaint as an appropriate unit is in fact a unit appropriate for purposes of collective bargaining within the meaning of Section 9 (b) of the Act; and that on or about October 10, 1945, a majority of the employees within the unit, by secret ballot, designated the Union as their representative for the purposes of collective bargaining. It denies however that it is engaged in any of the unfair labor practices alleged in the complaint.

Pursuant to due notice, a hearing on the complaint was held in Cleveland, Ohio, on February 18, 1946, before the undersigned, R. N. Denham, a Trial Examiner, duly designated by the Chief Trial Examiner. The Board and Respondent were represented by counsel. The Union appeared through its duly designated representatives. All parties participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to present evidence pertinent to the issues.

At the close of the presentation of all evidence, the motion of counsel for the Board to conform the complaint to the proof with respect to the correction of names, dates and other matters not going to the material allegations of the complaint was granted without objection. Argument by counsel for Respondent and the Board was made on the record. Counsel for respondent requested and was granted permission to file a memorandum brief with the Trial Examiner within 3 days but has failed to do so.

Upon the basis of the foregoing and on the entire record, after having heard and observed the witnesses and considered all the evidence offered and received, the undersigned makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Respondent is a successor to the business of Wilbur E. Laganke, who for a number of years operated in the city of Cleveland, Ohio, as Laganke Electric Company. On January 10, 1945, Respondent, then bearing the corporate name of Laganke Electric Company, a corporation organized under the laws of the State of Ohio, acquired the business of Wilbur E. Laganke and in October or November 1945 changed its corporate name from Laganke Electric Company to Lakeshore Electric Mfg. Corp., under which title it now exists and transacts its business. Respondent has its plant and principal office and place of business in Cleveland, Ohio, where it is engaged in the manufacture, sale and distribution of electrical switchboards, panels and metal stools. During the year 1945 the dollar value of raw materials and supplies purchased by Respondent exceeded \$240,000 of which more than 50 percent was purchased outside the State of Ohio and shipped, in commerce, to its plant in Cleveland. During the same year the receipts from sales of products manufactured by Respondent exceeded a dollar value of \$480,000 of which more than 70 percent was from the sale of products shipped, in commerce, to points outside the State of Ohio. Respondent concedes that it is engaged in a business which affects commerce and that, for the purpose of this matter, it is within the jurisdiction of the Board.

II. THE ORGANIZATION INVOLVED

United Electrical, Radio & Machine Workers of America (CIO), is a labor organization admitting to membership employees of the Respondent.¹

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The appropriate unit and the Union's majority therein*

On October 1, 1945, Respondent, the Union, and International Brotherhood of Electrical Workers Local No. B-38 (AFL), herein referred to as I. B. E. W., executed an agreement for a consent election to be held among the employees of Respondent in a unit consisting of "all production and maintenance employees, including working foremen, except for clerical employees and foremen with the right to hire and fire."

Pursuant to the foregoing Agreement for Consent Election, an election was held under the direction of the Regional Director for the Eighth Region of the Board (Cleveland, Ohio) on October 10, 1945, in which the eligible voters were given the opportunity to vote by secret ballot on the designation of United Electrical, Radio & Machine Workers of America (CIO), or International Brotherhood of Electrical Workers, Local No. B-38 (AFL). All eligible voters participated with the result that the Union was the successful candidate by a vote of 15 to 11. There were no void or challenged ballots and no votes cast for "Neither". On October 17, 1945, the Regional Director for the Eighth Region issued his Consent Determination of Representatives, finding and determining that the United Electrical, Radio & Machine Workers of America (CIO) is the exclusive representative of all the employees in the unit above defined

¹ The findings set forth in this and the preceding paragraph are pursuant to a stipulation of the parties made on the record during the course of the hearing.

for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The undersigned finds that the foregoing unit is appropriate for purposes of collective bargaining and that on October 10, 1945, the Union represented a majority of the employees therein.

B. The refusal to bargain

Following the receipt of the certificate of determination by the Regional Director for the Eighth Region, Ruth Merson, the Field Organizer for the Union, arranged for a meeting with the representatives of Respondent at Respondent's office, to be held November 1, 1945. On the appointed date, Merson together with three of the employees in Respondent's plant as a committee, met with James Dillon, president and general manager of Respondent and Stephen W. Soos,² assistant general manager, to discuss the negotiation of a contract.

In September 1945, Merson, in her official capacity, began her organizational campaign in Respondent's plant by getting in touch with the employees, individually and by groups, and soliciting their membership in the Union. During her conversations with them, the question was sometimes raised as to whether membership in the Union would affect the business of the Company or interfere with their jobs. In reply, Merson consistently assured them that membership in the Union could not have an adverse effect on the business of the Company.³ At the meeting in the offices of the Board in Cleveland on or about October 1, 1945, when the consent election agreement was being arranged, this question was brought up by Soos and again Merson expressed the opinion that representation of Respondent's employees by the Union would not affect the business of the Company.

Notwithstanding Merson's assurances, immediately following the issuance of the certificate of determination by the Regional Director on October 17, 1945, customers of Respondent, almost all of whom operated under contracts with I. B. E. W. or affiliated locals, began withdrawing their business with the result that by November 1 the electrical equipment business of Respondent had dwindled to practically nothing.

When Dillon and Soos met with Merson and the committee of the employees on November 1, 1945, Merson handed Dillon a copy of a proposed contract which he scanned and then, laying it aside, stated that the business of the company had fallen off, that he understood she had promised the men that that would not happen, and that he would not discuss a contract with the Union until this promise had been kept and the status quo of the business restored. This meeting lasted for approximately an hour, during which the boycotting of Respondent's business was the principal subject of discussion, although Dillon did not definitely refer to it as a boycott but simply that none of their former customers would now consent to handle their material. In view of the position taken by Dillon that he would not discuss the contract until the boycott condition had been raised, no further attempt was made by Merson to bargain with him. Such attempts would have been futile as is evidenced by Dillon's statement at the hearing that the position of Respondent is the same now as it was on November 1, 1945.

It was the contention of Respondent that the memberships solicited from the employees were obtained upon certain definite representations by Merson concerning the effect of such membership in and representation by the Union, which

² Incorrectly referred to in the transcript of testimony as Soss.

³ The corollary to this, and the inferred, if not the actually accompanying question, is whether designation of the Union would affect their jobs by affecting the business of Respondent.

had not been met, and that Respondent was entitled to make compliance with such representations, a condition precedent to bargaining with the Union. No charge of fraud is made against Merson, nor is there an implication of bad faith. Obviously, the inquiries were prompted by the question of whether, if the Union should become bargaining representative, the I. B. E. W. would visit reprisals on Respondent by refusing to handle its products, thereby compelling Respondent's customers to make their purchases elsewhere. In other words, whether I. B. E. W. would boycott Respondent's products. There are many large manufacturers of electrical equipment whose products are used indiscriminately by I. B. E. W. shops, notwithstanding their employees are represented by CIO organizations, and the record reflects no reason for Merson to believe, prior to the election, that the A. F. of L affiliate, I. B. E. W., would, under such circumstances, engage in reprisals against Respondent in the event a CIO organization should become the designated representative of its employees.

Dillon, in his testimony, studiously refrained from directly characterizing the condition existing in his business as a boycott of Respondent's products by I. B. E. W. or any other A. F. of L. affiliate, but the language used by him and the undisputed descriptions of what has happened to the business leaves no doubt that such a boycott actually exists. When directly questioned, he said:

I wouldn't know whether to call it a boycott, or anything else, because there is nothing tangible, except all of the electricians apparently working for the contractors throughout the country are AFL men, and apparently they don't pick out any company to boycott in that term, but they just don't do business with people who do not carry their label, that's all.

Dillon stated that he had not been told directly by any of his customers why they had suspended their orders, but, running through his entire testimony is the inference that the reason for the withdrawal of his former business immediately following the election, is the fact that his employees are represented by the CIO while those of his customers are represented by I. B. E. W. or one of its affiliated locals, and that they are faced with a threat of reprisals from those organizations if they attempt to utilize materials originating in Respondent's CIO shop. In the light of experience in the field of labor and its controversies between rival unions contesting for representation in the same occupational area, a realistic approach to the conditions found to exist here leads directly to such an inference. No other reasonably can be drawn.

Vincent Skodis, special organizer for Local Z-38 of the I. B. E. W. (AFL), was called as a witness by Respondent, and testified that within the 3 weeks prior to the hearing, his union had obtained 43 signed application cards from among the 51 persons now employed in the appropriate unit at Respondent's plant. No attempt was made to controvert this statement, but in view of all the circumstances, its truth or falsity becomes immaterial. On the subject of Respondent's loss of business following the designation of the Union as the bargaining representative of the employees, Skodis testified that, as an electrical worker and a member of the I. B. E. W., he has never questioned any of the products he has installed because of the place of their origin, and that so far as he knows or has had an opportunity to learn in his limited capacity as special organizer, there have been no instructions issued from any source within the I. B. E. W. directing the AFL organization members to refuse to install material produced in a non-union shop or a CIO shop.

Under the issues as they are framed here, no finding as to the responsibility for conditions in Respondent's business is essential. However, while Skodis' testimony was unrefuted, I am unable to accept it at its face value. The pat-

tern of circumstances points to a conclusion that if a boycott was not actually and directly imposed, Respondent's customers had good reason to believe that they would not be permitted to use Respondent's products with impunity and acted accordingly. The unanimity with which they acted strongly indicates that their fears had a common source.

Factual conclusions

It is not contested that in the election of October 10, 1945, the Union was duly and properly selected by a majority of the eligible voters to represent them as their collective bargaining representative and as the exclusive collective bargaining representative of all the employees within the appropriate unit. Respondent makes no contention that it did not, on November 1, 1945, and at all times since then, refuse to bargain with the Union on matters pertaining to wages, rates of pay, hours of employment and other conditions of employment except after compliance by the Union with a condition precedent to such bargaining; i. e. the termination of the sales resistance Respondent had experienced among its old time customers since the Union became the bargaining representative of its employees.

Respondent justifies the placing of this condition precedent upon its bargaining with the Union, with the contention that the Union obtained its designation from a majority of the employees upon the representation to them that in so designating the Union, they would not injure the business of Respondent nor jeopardize their own employment. The representative of the Union who made the statements to the employees did not deny having made them, but, as has been found, there is no indication in the record that the statements were made other than in complete good faith. They are not a commitment by the Union to insure the continuity of Respondent's business nor to control the actions of a rival union. They have none of the indicia of fraud or coercion that would vitiate the election but were made under circumstances that justify a belief in their accuracy by Merson when they were made. I can, accordingly, find no merit in this contention of Respondent.

While Respondent finds itself in the unfortunate position of being made the victim of apparent threats of reprisals by a labor organization which was unable to muster a majority of the votes cast in the election, I am unable to find any authority in the decisions of the Board or the Courts which excuse it from bargaining with a duly and properly chosen representative of a majority of the employees in an admittedly appropriate unit. The fact that the selection by its employees of a given labor organization as their representative may result in hardships arising out of the conduct of a defeated minority union over which neither Respondent nor the successful Union have any degree of control, is no excuse for refusing to conform to the requirements of the Act.⁴ There may be some tribunal in which Respondent can obtain relief from reprisals of that character, but the Board is not such a forum and is without jurisdiction to take them into consideration when measuring Respondent's obligations under the Act. It

⁴ In the early case of *Star Publishing Company*, 4 N. L. R. B. 498, the question was first raised. The Board there announced that fear of economic losses from reprisals threatened by a labor organization does not excuse a breach of the law. In *A. J. Showalter Company*, 64 N. L. R. B. 573, the threat of a loss of business, sufficient even to cause the plant to be shut down, did not justify the president in telling his employees of the threat and the effect it might have on their jobs if they continued to maintain the Union. In the recent case of *Toledo Desk & Fixture Company*, 65 N. L. R. B. 1086, the same principle was again announced when the employer urged that, to recognize the C. I. O. would deprive it of the right to use the A. F. of L. label and thereby render its products unsalable in their customary markets. See also *N. L. R. B. v. National Broadcasting Company, Inc.*, 150 F. (2d) 895 (C. C. A. 2), and cases there cited.

is accordingly found that on November 1, 1945, Respondent refused to bargain with the Union as the exclusive representative of the employees within an appropriate unit in its plant at Cleveland, Ohio, and at all times thereafter has continued to refuse so to bargain with the Union as such exclusive representative of its employees.

Respondent also contends that the Union does not now represent a majority of its production and maintenance employees; that at the time of the election on October 10, employment in its plant had dropped to its lowest point as a result of unemployment during the reconversion period; that employment in the plant has now doubled in number and that it is informed and believes that the I. B. E. W. now represents more than 80 percent of the employees in the unit described as appropriate. It is uncontroverted that in January 1945, Respondent employed between 60 and 70 persons; that by July these had been decreased by 10 or 15; that by October, when the election was held, Respondent had ceased the manufacture of war products and was in the process of converting over to peacetime operations with an employment which had reached a low point of 26; and that at present the employment in the plant numbers 51 persons within the appropriate unit. Respondent points to this low point of employment at the time of the election but does not raise the question that by reason thereof, the 26 employees were insufficient to designate a bargaining representative for the unit. They constituted an operating and fully functioning staff at the time. That there has since been an expansion to double their number does not affect the Union's status. The most it might do would be to have some influence on the Board to make a redetermination of representative, upon proper petition and showing, at an earlier date than 1 year after certification and true bargaining, as is its usual custom.

No attempt was made to controvert the testimony of Skodis that in the last 5 weeks the I. B. E. W. had obtained the signatures of 43 of the employees within the appropriate unit to its own application or designation cards. However, it has been found that beginning November 1, 1945, and at all times thereafter, Respondent has refused to bargain with the duly designated representative of the majority of its employees in the appropriate unit. Such action constitutes an unfair labor practice within the meaning of Section 8 (5) of the Act. The decisions of the Board extending over many years have well established that loss of membership by a designated Union during the period when the employer is refusing, contrary to the provisions of the Act, to recognize and deal with it as the representative of its employees, will not be considered as an impairment of the right of the Union to continue to represent the employees, nor a diminution of the obligation of the employer to bargain with it. It therefore becomes immaterial that the I. B. E. W. may now claim to represent a substantial majority of the employees within the appropriate unit or that it does in fact have designation cards signed by such a majority of the employees. For the present, and until a reasonable opportunity has been afforded the designated Union to fully represent the employees, its right to so represent them may not be interfered with.

In view of the findings that Respondent has refused to bargain with the Union as the designated representative of a majority of the employees within the appropriate unit and thereby the exclusive representative of all the employees within such unit for purposes of collective bargaining, it must be and is found that by so refusing to bargain Respondent has interfered with the rights of its employees guaranteed in Section 7 of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in Section III above, occurring in connection with the operations of Respondent described in Section I above, have a

close, intimate and substantial relation to trade, traffic and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

V. THE REMEDY

Having found that the Respondent has engaged in an unfair labor practice affecting commerce by refusing to bargain collectively with the Union as the designated representative of a majority of its employees in an appropriate unit and therefore as the exclusive bargaining representative of all the employees in such unit, it will be recommended that Respondent cease and desist therefrom and take affirmative action designed to effectuate the policies of the Act. Except as Respondent's refusal to bargain with the Union as heretofore recited is an interference with the rights guaranteed to its employees in Section 7 of the Act, there is no indication of an inclination on the part of Respondent to disregard or fail to observe the provisions of the Act. Because this is so, the recommendation will be confined to a correction of the single condition found to exist, and to the posting of appropriate notices to its employees in connection therewith.

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

CONCLUSIONS OF LAW

1. United Electrical, Radio & Machine Workers of America (CIO) is a labor organization within the meaning of Section 2 (5) of the Act.

2. By refusing on November 1, 1945, and at all times thereafter to bargain collectively with United Electrical, Radio & Machine Workers of America (CIO), as the exclusive representative of its employees in the unit heretofore found to be appropriate, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (5) of the Act.

3. By the above acts, Respondent has interfered with its employees in the exercise of the rights guaranteed in Section 7 of the Act and has thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) 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.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law and upon the entire record in the case, the undersigned recommends :

That Respondent, Lakeshore Electric Mfg. Corp., its officers, agents, successors, and assigns shall :

1. Cease and desist from :

(a) Refusing to bargain collectively with United Electrical, Radio & Machine Workers of America (CIO) as the exclusive representative of its production and maintenance employees including working foremen, except clerical employees and foremen with the right to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action ;

(b) In any manner interfering with the efforts of United Electrical, Radio & Machine Workers of America (CIO) to bargain collectively with it as the representative of its employees in the appropriate unit above described.

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

(a) Upon request, bargain collectively with United Electrical, Radio & Machine Workers of America (CIO) as the exclusive representative of all its employees within the aforesaid appropriate unit, with respect to rates of pay, wages, hours of employment and other conditions of employment; and if an understanding is reached, embody such understanding in a signed agreement;

(b) Post at its plant in Cleveland, Ohio, copies of the notice attached hereto and marked "Appendix A." Copies of such notice, to be furnished by the Regional Director for the Eighth Region, shall, after being duly signed by an authorized representative of Respondent, 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;

(c) File with the Regional Director of the Eighth Region, on or before ten (10) days after the receipt of this Intermediate Report, a report in writing setting forth in detail the manner and form in which Respondent has complied with the foregoing recommendations.

It is further recommended that unless on or before ten (10) days from the date of this Intermediate Report, 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 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3, as amended, effective November 27, 1945, any party or counsel for the Board may, within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Sections) as he relies upon, together with the original and four copies of a brief in beau Building, Washington 25, D. C., an original and four copies of a statement in writing, setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of such statement of exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. As further provided in said Section 33, 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 the order transferring the case to the Board.

R. N. DENHAM,
Trial Examiner.

Dated March 4, 1946.

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 bargain collectively upon request with United Electrical, Radio & Machine Workers of America (CIO), as the exclusive representative of all employees in the bargaining unit described herein with respect to rates of pay, wages, hours of employment or other 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, including working foremen, except for clerical employees and foremen with the right and authority to hire, promote, discharge, or discipline or otherwise effect changes in the status of employees or effectively recommend such action.

We will not in any manner interfere with the efforts of United Electrical, Radio & Machine Workers of America (CIO), representing the above described employees, to bargain collectively with us.

LAKESHORE ELECTRIC MFG. CORP.

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.