

4. By attempting to deprive Thomas Wood, Jess Perry, and Carl Sullivan of their seniority and by preventing them from working for the period between October 30 and November 8, 1950, the Respondents did restrain and coerce and are restraining and coercing said employees in the exercise of the rights guaranteed them in Section 7 of the Act, and thereby the Respondents are engaging in unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

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

[Recommended Order omitted from publication in this volume.]

GREEN BAY DROP FORGE Co. and WALTER LASECKI

LOCAL #186, OF FARM EQUIPMENT AND UNITED ELECTRICAL RADIO AND MACHINE WORKERS OF AMERICA and WALTER LASECKI. Cases Nos. 13-CA-545 and 13-CB-96. July 23, 1951

Decision and Order

On April 13, 1951, Trial Examiner C. W. Whittemore issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the General Counsel filed exceptions to the Intermediate Report and a supporting brief. The Respondent Union filed a reply brief.¹

The Board² has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner only insofar as they are consistent with our decision.

We find, contrary to the Trial Examiner, that Lasecki's discharge for failing to maintain his membership in good standing in the Respondent Union pursuant to the Respondent's union-shop contract was violative of the Act. Section 8 (a) (3) of the Act authorizes, under specified circumstances, the execution of collective bargaining agreements which "require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or

¹ As the record, exceptions, and briefs adequately present the issues and positions of the parties, the Respondent Union's request for oral argument is denied.

² 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 [Members Houston, Murdock, and Styles].

the effective date of such agreement, whichever is the later." As the union-shop clause, which is quoted in the Intermediate Report, does not accord to all employees subject to its coverage the statutory 30-day period allowed for becoming a member, the agreement is not one sanctioned by the Act and therefore cannot serve as a defense to the discrimination practiced against Lasecki.³

Accordingly, we find that the Respondent Company, by discharging Lasecki for failing to maintain his membership in good standing in the Respondent Union, discriminated against him within the meaning of Section 8 (a) (3) of the Act and thereby interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7, in violation of Section 8 (a) (1) of the Act. As Lasecki's discharge was concededly effected at the instance and request of the Respondent Union, we also find that the Union thereby caused the Respondent Company to discriminate against Lasecki in violation of Section 8 (a) (3) of the Act and thus violated Section 8 (b) (2) of the Act. By this conduct, we further find that the Respondent Union restrained and coerced employees in the exercise of the rights guaranteed in Section 7 and thereby violated Section 8 (b) (1) (A) of the Act.⁴

The Effect of the Unfair Labor Practices upon Commerce

The activities of the Respondents, set forth above, occurring in connection with the operations of the Respondent Company, described in section I of the Intermediate Report, 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.

The Remedy

Having found that the Respondents engaged in unfair labor practices, we shall order them to cease and desist from this and like and related conduct and to take certain affirmative action designed to effectuate the policies of the Act.

We shall order the Respondent Company to offer Lasecki immediate and full reinstatement to his former or a substantially equivalent posi-

³ The Respondents have put in issue the validity of the union-security provision of their 1949-1950 contract, by interposing it as a defense to the allegation of the complaint that Lasecki was discriminatorily discharged. Therefore, notwithstanding the General Counsel's apparent concession that the union-security clause was valid, it is incumbent upon the Board to examine that clause in order to determine whether or not it constitutes a valid defense to Lasecki's discharge.

⁴ In view of our disposition of the case, we find it unnecessary to consider the contentions raised by the General Counsel.

tion,⁵ without prejudice to his seniority or other rights and privileges. We shall also order the Respondent Union to notify the Respondent Company in writing that it has withdrawn objection to Lasecki's reinstatement without prejudice to his seniority or other rights and privileges.

As we have found that both the Respondent Company and the Respondent Union are responsible for the discrimination suffered by Lasecki, we shall order them jointly and severally to make Lasecki whole for any loss of pay he may have suffered by reason of the discrimination against him, by payment to him of a sum of money equal to the amount that he normally would have earned as wages from March 24, 1950, the date of his discharge, to April 13, 1951, the date of the Intermediate Report, and from the date of this Decision and Order to the date of the offer of reinstatement, less his net earnings during such periods,⁶ to be computed in the manner provided below. However, the Union may terminate its liability for further accrual of back pay by giving the Company the notice of withdrawal of objection to Lasecki's reinstatement as provided above. The Union shall not be liable for any back pay accruing 5 days after such notice.⁷

Consistent with recently established policy,⁸ we shall order that the loss of pay be computed on the basis of each separate calendar quarter or portion thereof during the period from the Respondents' discriminatory action to the date of a proper offer of reinstatement.⁹ The quarterly periods, hereinafter called "quarters," shall begin with the first day of January, April, July, and October. Loss of pay shall be determined by deducting from a sum equal to that which Lasecki would normally have earned for each quarter or portion thereof, his net earnings,¹⁰ if any, in other employment during that period. Earnings in one particular quarter shall have no effect upon the back-pay liability for any other quarter.

We shall also order the Company to make available to the Board, upon request, payroll and other records to facilitate the checking of the amount of back pay due.¹¹

⁵ *The Chase National Bank of the City of New York, San Juan, Puerto Rico, Branch*, 65 NLRB 827.

⁶ In accordance with the Board's usual practice, the period from the date of the Intermediate Report to the date of the Decision and Order herein is excluded in computing the amount of back pay awarded to Lasecki because the Trial Examiner recommended that the complaint be dismissed.

⁷ *Pinkerton's National Detective Agency, Inc.*, 90 NLRB 205.

⁸ *F. W. Woolworth Company*, 90 NLRB 289.

⁹ However, as provided above, the Union may limit its liability for the amount of back pay by proper written notification to the Company that it has no objection to Lasecki's reinstatement.

¹⁰ *Crossett Lumber Company*, 8 NLRB 440; *Republic Steel Corporation v. N. L. R. B.*, 311 U. S. 7.

¹¹ *F. W. Woolworth Company, supra*.

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:

I. The Respondent, Green Bay Drop Forge Co., Green Bay, Wisconsin, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Encouraging membership in Local #186, of Farm Equipment and United Electrical Radio and Machine Workers of America, or in any other labor organization of its employees, by discharging any of its employees, or by discriminating against them in any other manner in regard to their hire or tenure of employment or any term or condition of their employment, except to the extent permitted by Section 8 (a) (3) of the Act.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8 (a) (3) of the Act.

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

(a) Offer Walter Lasecki immediate and full reinstatement to his former or a substantially equivalent position, without prejudice to his seniority or other rights and privileges.

(b) Upon request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, time cards, personnel records and reports, and all other records necessary to analyze the amounts of back pay due under the terms of this Order.

(c) Post at its plant in Green Bay, Wisconsin, copies of the notice attached hereto as Appendix A.¹² Copies of such notice, to be furnished by the Regional Director for the Thirteenth Region, shall, after being duly signed by the Respondent Company's representative, be posted by the Respondent Company 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 Company to insure that said notices are not altered, defaced, or covered by any other material.

¹² In the event 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."

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

II. The Respondent, Local #186, of Farm Equipment and United Electrical Radio and Machine Workers of America, its officers, representatives, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Causing or attempting to cause the Respondent, Green Bay Drop Forge Co., its officers, agents, successors, or assigns, to discharge or otherwise discriminate against its employees in violation of Section 8 (a) (3) of the Act.

(b) In any like or related manner restraining or coercing employees of the Respondent, Green Bay Drop Forge Co., its successors or assigns, in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8 (a) (3) of the Act.

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

(a) Notify the Respondent, Green Bay Drop Forge Co., that it has no objection to the reinstatement of Walter Lasecki without prejudice to his seniority or other rights and privileges.

(b) Post at its offices and meeting halls at Green Bay, Wisconsin, copies of the notice attached hereto as Appendix B.¹³ Copies of said notice, to be furnished by the Regional Director for the Thirteenth Region, shall, after being duly signed by an official representative of the Respondent Union, be posted by it immediately upon receipt thereof and maintained by it for a period of at least sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent Union to insure that said notices are not altered, defaced, or covered by any other material.

(c) Mail to the Regional Director for the Thirteenth Region, signed copies of the notice attached hereto as Appendix B, for posting, the Respondent Company willing, at the Respondent Company's plant in Green Bay, Wisconsin, in places where notices to employees are customarily posted.

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

III. The Respondents, Green Bay Drop Forge Co., and Local #186, of Farm Equipment and United Electrical Radio and Machine Work-

¹³ See footnote 12.

ers of America, their officers, representatives, agents, successors, and assigns, shall jointly and severally make whole Walter Lasecki for any loss of pay he may have suffered by reason of the discrimination against him, in the manner prescribed in "The Remedy" section of our decision.

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, as amended, we hereby notify our employees that:

WE WILL NOT encourage membership in LOCAL #186, OF FARM EQUIPMENT AND UNITED ELECTRICAL RADIO AND MACHINE WORKERS OF AMERICA, or in any other labor organization of our employees, by discharging any of our employees or by discriminating against them in any other manner in regard to their hire or tenure of employment or any term or condition of employment, except to the extent permitted by Section 8 (a) (3) of the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8 (a) (3) of the Act.

WE WILL offer Walter Lasecki immediate and full reinstatement to his former or a substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed and we will make him whole for any loss of pay suffered as a result of the discrimination against him.

All our employees are free to become, to remain, or to refrain from becoming or remaining, members of the above-named union or may other labor organization, except to the extent that this right may be affected by an agreement authorized by Section 8 (a) (3) of the Act.

GREEN BAY DROP FORGE CO.,

Employer.

Dated _____ By _____
(Representative) (Title)

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

Appendix B

NOTICE TO ALL MEMBERS OF LOCAL #186, OF FARM EQUIPMENT AND UNITED ELECTRICAL RADIO AND MACHINE WORKERS OF AMERICA, AND TO ALL EMPLOYEES OF GREEN BAY DROP FORGE CO.

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, as amended, we hereby notify you that:

WE WILL NOT cause or attempt to cause GREEN BAY DROP FORGE Co., its officers, agents, successors, or assigns, to discharge or otherwise discriminate against its employees in regard to their hire or tenure of employment or any term or condition of employment to encourage membership in our labor organization in violation of Section 8 (a) (3) of the Act.

WE WILL NOT in any like or related manner restrain or coerce employees of GREEN BAY DROP FORGE Co., its successors or assigns, in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8 (a) (3) of the Act.

WE WILL make Walter Lasecki whole for any loss of pay he may have suffered because of the discrimination against him.

LOCAL #186, OF FARM EQUIPMENT AND
UNITED ELECTRICAL RADIO AND MACHINE
WORKERS OF AMERICA;

Labor Organization.

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

STATEMENT OF THE CASE

Charges having been duly filed by Albert S. Vanden Heuvel on behalf of Walter Lasecki, an individual, in Case No. 13-CA-545, against Green Bay Drop Forge Co., herein called the Respondent Employer, and in Case No. 13-CB-96 against Local #186, of Farm Equipment and United Electrical Radio and Machine Workers of America, herein called the Respondent Union, the General Counsel of the National Labor Relations Board, herein respectively called General Counsel and the Board, by the Regional Director for the Thirteenth Region (Chicago, Illinois), issued on November 21, 1950, an order consolidating said two cases, and on the same day a consolidated complaint alleging

that the Respondent Employer and Respondent Union had engaged in and were engaging in unfair labor practices, said practices of the former being within the meaning of Section 8 (a) (1) and (3), and of the latter within the meaning of Section 8 (b) (1) (A) and (2), and that said practices of each Respondent affected commerce within the meaning of Section 2 (6) and (7) of the National Labor Relations Act, as amended, 61 Stat. 136, herein called the Act. Copies of the charges were duly served upon the Respondents, and copies of the consolidated complaint, order consolidating the cases, and notice of hearing were duly served upon the Respondents and Walter Lasecki.

With respect to the unfair labor practices, the consolidated complaint alleges, in substance, that the Respondent Union caused the Respondent Employer discriminatorily to discharge employee Walter Lasecki in March 1950 because he had refused to pay exactions to the Respondent Union and because his membership in it had been terminated for reasons other than failure to pay dues.

Pursuant to notice, a hearing was held on February 13, 1951, at Green Bay, Wisconsin, before the undersigned duly designated Trial Examiner. The General Counsel, the Respondents, and Lasecki were represented by counsel. All participated in the hearing and were afforded opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues. At the close of the hearing ruling was reserved upon motions by the Respondents to dismiss the complaint; said motions are disposed of by the findings, conclusions, and recommendations appearing below. Counsel for the Respondents and for the General Counsel argued orally, on the record, before the Trial Examiner. Briefs have been received from counsel for the Respondent Union and General Counsel.

Following the hearing, the Trial Examiner issued an order, dated March 6, 1951, denying a motion dated February 20, 1951, by General Counsel for issuance of a "Rule to Show Cause" why the record should not be reopened to receive in evidence certain documents. In said order it was further ruled that the documents in question should be made a part of the record in this case, but as rejected exhibits.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT EMPLOYER

The Respondent Employer is a Wisconsin corporation having its principal office and place of business in Green Bay, Wisconsin, where it is engaged in the manufacture, sale, and distribution of drop forge products. During 1949 it purchased raw materials, consisting of steel bars, fabricated metal sheets, and forgings, valued at more than \$500,000, of which more than 50 percent was received at its plant from points outside the State of Wisconsin. During the same period it sold products valued at more than \$500,000, more than 50 percent of which was shipped to points outside the State of Wisconsin.

The Respondent Employer concedes that it is engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Local #186, of Farm Equipment and United Electrical Radio and Machine Workers of America, is a labor organization admitting to membership employees of the Respondent Employer.

III. THE UNFAIR LABOR PRACTICES

A. *Background events*

Since 1944 or 1945 collective bargaining agreements have been in existence between the two Respondents. The contract for the period from July 1948 to July 1949 contained a union-shop provision, the validity of which is conceded by General Counsel. In May 1949, the Employer notified the Union that it wished to negotiate modification of the contract. Negotiations were begun. Before completion, however, Board elections were sought by rival unions. Concurrent elections were held June 10 and won by the Respondent Union.¹ Immediately following the elections the Employer and the Union orally agreed to extend the existing contract until a new agreement was reached. Numerous negotiating conferences were thereafter held and a new written contract was entered into on December 12, 1949, with expiration date of July 2, 1951—the anniversary date of previous contract. The new agreement also included a union-shop provision, the validity of which General Counsel does not dispute.²

The record does not reveal how long employee Walter Lasecki had been a member of the Union, but in October 1949 he stopped paying his dues. He paid none from then on and, upon request of the Union, was discharged on March 24, 1950. Lasecki was one of three employees who, the Union informed the Employer by letter of March 23, were “in arrears with their dues as itemized” and whose discharges were requested “under the Maintenance of Membership clause of the existing agreement.” The clause thus invoked reads as follows:

All regular employees shall, as a condition of employment, be members of the Union in good standing.

The above requirement shall not serve to bar from employment with the Company any person whom the Union declines to accept into membership and/or maintain in good standing upon the payment of the fees and dues which, under the Union's International Constitution are properly and equally applicable to all membership applicants and/or members.

When the Union so requests in writing, the Company shall discharge any employee who is subject to the Union membership requirements here established and who fails to comply therewith.

Credible testimony³ establishes and the Trial Examiner finds that in December 1949 Lasecki was informed by a union official of his delinquency in payment of dues and reinstatement fee. And Lasecki himself, as a witness, admitted that in December or January he was called to the Employer's personnel office and informed of his delinquency. Shortly after this meeting, also according to his testimony, he was warned by a union official that if he did not pay his back dues, fines, and reinstatement fee, the Union would “turn it in to the personnel office,” a plain warning that his job was in jeopardy.

On March 19 Lasecki was given a written notice, signed by the Union's financial secretary, containing the following text:

¹ Case No. 13-RC-739. Although the record is not entirely clear, it appears that separate elections were held for various units, because of certain craft unions seeking to represent the employees, and that the Respondent Union won all of them.

² Shortly after the execution of this contract, the Union petitioned for another “union shop” election. Although the Union was informed by a Board agent that none was necessary, the election was nevertheless held in March 1950, and the union shop authorized again. General Counsel's position as to this election was succinctly stated, although hardly informative: “I am not saying it was needless or wasn't needless.”

³ Testimony of Chief Steward Cauwenberg.

According to the Constitution and By-laws of Local #186 it becomes my duty as Financial Secretary to inform you that you are in arrears with your dues to Local #186. By Motion of the Membership at its last Regular Meeting March 3, 1950, these dues must be paid in full by March 21st 1950 or the Union will be forced to ask the Company for your dismissal under the Maintenance of Membership Clause of the existing Agreement.

On March 24 Lasecki was called to the office. Both employer and union officials were present. Lasecki was asked if he would pay. According to his own testimony he told them he would pay the dues but would not pay the reinstatement fee.⁴ The preponderance of credible evidence, however, establishes that Lasecki did not in fact *offer* to pay his back dues, or any part of them, seek extension of time, or in any way seek to delay the penalty for delinquency which the contract provided for.

He was thereupon discharged, and given a letter by the Employer stating, among other things, that the action was taken upon demand of the Union in accordance with the contract.

There is dispute in the testimony as to whether Lasecki had *ever* actually tendered his back dues to the Union, or any part of them since September, 1949. Having observed Lasecki as witness, and in view of the inherent probabilities, the Trial Examiner is unable to find that the employee at any time since September 1949, actually offered to pay dues. It is reasonable to believe that had Lasecki, at any time, offered any part of his debt to the Union before request for his discharge was made, his money would have been accepted on account. The preponderance of evidence establishes that Lasecki, in effect, at all times refused to pay his back dues because the Union also insisted upon a reinstatement fee of \$5 and, in December but not in March when his discharge was demanded, a monthly fine.

B. *The position of the parties and conclusions*

General Counsel asserts that no valid contract, written or otherwise, existed between July 2 and December 12, 1949, and that the discharge of Lasecki was therefore illegal. The Respondents oppose this claim, insisting that the 1948-1949 contract was orally extended in all respects, including the union-shop provision. The Trial Examiner is convinced that the facts support the contention of the Respondents. Affirmative testimony establishes that both parties to that written agreement orally agreed to extend it in its entirety, and that it would remain in effect until a new written agreement was signed. In practice the extension was observed by both parties. In short, the Trial Examiner concludes and finds that the 1948-1949 contract, which General Counsel concedes was a valid contract, was validly extended until December 12, 1949, when a new written contract was executed, and that consequently the union-shop provision was likewise extended.

General Counsel furthermore claims that the Union improperly, in view of certain amendments to the Union's bylaws early in March 1950, demanded Lasecki's discharge. In substance, General Counsel contends that Lasecki was not formally suspended, and that the reinstatement fee provision could not be validly invoked until suspension had been made. It appears unnecessary to the Trial Examiner to determine whether or not the Union followed, in precise detail, provisions of its bylaws. Since there is no persuasive evidence that the

⁴ No fine was imposed or solicited on this occasion, as in January. Early in March the Union, by constitutional amendment, eliminated fines for dues delinquencies, retaining only the provision for a reinstatement fee.

union procedures, technically observed or not, were other than uniformly applied, the sole question appears to be—validity of the union-shop contract having been established—whether or not the contract provisions were carried out.

As noted above, the contract in effect at the time of the discharge provided that: (1) Employees must be members of the Union in good standing; (2) payment of fees and dues must be equally applicable to all members; and (3) employees would be subject to discharge, upon written request of the Union, who failed to comply with union membership "requirements here established." "Here" clearly refers to the contract, and not to the Union's bylaws.

It appears to the Trial Examiner that the contractual provisions were in all practical measure observed. Lasecki and the Employer well knew that he had paid no dues since September 1949, and that he clearly was not in "good standing." There is no credible evidence that "fees and dues" were being imposed upon Lasecki in any other fashion than upon all members or that the Respondent Employer had reason to suspect such discrimination. The Union requested Lasecki's dismissal in writing.

The sole remaining question is whether or not the "reinstatement fee" of \$5 could validly be demanded of Lasecki. General Counsel claims that such a fee was found by the Board to be violative of the Act in *Pen and Pencil Workers Union, Local 19593, AFL*, 91 NLRB 883. The Trial Examiner does not consider the facts found in that case to be as here revealed. There the Board found that "fines" were imposed, and that such fines could not be "included within the terms 'periodic dues' or 'initiation fees.'" Under the circumstances of this case, the Trial Examiner is of the opinion and finds that the "reinstatement fee" demanded by the Union was actually and in effect a part of dues and initiation fees requirements not prohibited by the Act nor, as yet to the Trial Examiner's knowledge, by Board interpretation of the Act. Provisions of the Union's constitution and bylaws, quoted in the record, make it clear that the reinstatement fee is required where good standing, because of dues delinquency, has been lost, in the same manner as an initiation fee is demanded upon joining the Union. Nor can it here be found that the reinstatement fee was exorbitant. The initiation fee for the Union was \$13, the reinstatement fee \$5.

In summary, the Trial Examiner concludes and finds that the preponderance of evidence fails to support allegations of the complaint that: (1) The Respondent Employer discharged Lasecki in violation of Section 8 (a) (1) and (3), and (2) the Respondent Union caused Lasecki's discharge because "he refused to pay exactions" or because his membership in the Union had been terminated "on some other ground" than failure to tender periodic dues and initiation fees uniformly required.

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

CONCLUSIONS OF LAW

1. Green Bay Drop Forge Co. is engaged in commerce within the meaning of Section 2 (6) of the Act.
2. Local #186, of Farm Equipment and United Electrical Radio and Machine Workers of America, is a labor organization within the meaning of Section 2 (5) of the Act.
3. The Respondent Employer has not engaged in unfair labor practices within the meaning of Section 8 (a) (1) and (3) of the Act.
4. The Respondent Union has not engaged in unfair labor practices within the meaning of Section 8 (b) (1) (A) and (2) of the Act.

Recommendations

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, the Trial Examiner recommends that the complaint be dismissed in its entirety.

HOWELL CHEVROLET COMPANY *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE No. 727

HOWELL CHEVROLET COMPANY *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE No. 727, PETITIONER. *Cases Nos. 21-CA-794 and 21-RC-1146. July 23, 1951*

Decision and Order

On December 19, 1950, Trial Examiner Howard Myers issued his Intermediate Report in the above-entitled proceedings, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action as set forth in the copy of the Intermediate Report attached hereto; and finding further that the Respondent had interfered with an election conducted by the Board among the Respondent's employees and recommending that the election be set aside. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief, and the General Counsel filed a brief in support of the Intermediate Report.

The Board¹ 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 exceptions and briefs, and the entire record in these cases, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the exceptions, modifications, and additions set forth below:²

The Respondent is engaged in the sale and distribution, at Glendale, California, of new Chevrolet motor vehicles, parts, and accessories, under a dealer's agreement with Chevrolet Motor Division-General

¹ Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with these cases to a three-member panel [Members Houston, Murdock, and Styles].

² The Respondent's request for oral argument is hereby denied as the record, the exceptions, and the briefs, in our opinion, adequately present the issues and the positions of the parties.

The Respondent, in its exceptions and brief, alleges that the Trial Examiner was biased and prejudiced against it. We have carefully considered the entire record herein, and although, as noted hereinafter, we do not agree with all the Trial Examiner's conclusions, we find that the allegations of bias and prejudice are without merit.