

In the Matter of NASH SAN DIEGO, INC.* and INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT NO. 50 (INDEPENDENT)

Case No. 21-CA-666.—Decided June 5, 1950

DECISION AND ORDER

On April 10, 1950, Trial Examiner C. W. Whittemore issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

The Board¹ has reviewed the rulings made by 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 with the following additions and modifications.²

1. We agree with the Trial Examiner that the Respondent in November 1949 and thereafter, violated Section 8 (a) (1) of the Act by (a) Foreman Hanson's interrogation of employees as to their union authorizations, (b) Foreman Hanson's threat of discharge and further threat to make it "tough" if the Union came into the shop, (c) Superintendent Tipton's solicitation of resignations of employees from the Union, and (d) Superintendent Tipton's assistance to the employees in drafting their letters of resignation from the Union.

In connection with items (c) and (d), above, we note that the Trial Examiner found that Superintendent Tipton had induced the employees to resign from the Union by threatening to withhold wage increases and by promising that working conditions would be better

*Pursuant to an Order dated September 8, 1950, the name "Nash San Diego, Inc." is substituted for the name "Earl Severin, Inc."

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

² The Intermediate Report contains an inadvertent misstatement of fact which does not affect the Trial Examiner's ultimate conclusions or our concurrence therein. The Trial Examiner found that employees Vance and Potet did not authorize anyone to send their letters of resignation to the Union. The record indicates that such an authorization was given to the Respondent.

if the employees withdrew from the Union. We do not believe that the evidence supports this finding and, accordingly, do not rely upon it. Under well-established principles, however, it is sufficient that Tipton solicited the resignations and participated in their execution, as found above, without regard to whether such resignations were induced by the Respondent's threats or promises of benefit.³

2. The Trial Examiner found, and we agree, that the above-described conduct, occurring after the Union made its claim of majority representation, together with the Respondent's action in completely ignoring the Union's request for a bargaining meeting,⁴ constituted a refusal to bargain with the Union in violation of Section 8 (a) (5). Under all of the circumstances of this case we conclude that the Respondent never intended to bargain with the Union. Accordingly, we fix the date of the violation as of November 12, 1949, when the Respondent received the Union's request.

In its brief the Respondent contends that the unit should include 2 employees—a janitor and a pick-up man—not included in the unit found appropriate by the Trial Examiner. Accordingly, it contends that the unit contains 13 employees and that the 6 employees who had designated the Union therefore did not constitute a majority. However, at no time during the hearing did the Respondent introduce any evidence suggesting the existence of these 2 employees or the functions performed by them. On the record before us we are satisfied that the unit found by the Trial Examiner is appropriate; that at all material times such unit contained 11 employees, and that the Union, at such times, represented a majority of the employees therein.

The Respondent, however, contends that even if the Union had a majority at the time it requested bargaining, it lost its majority following certain nondiscriminatory discharges. It is clear from the record, however, that these discharges did not take place until after November 12, when the Respondent received the Union's request to bargain which it ignored. In fact, on November 17, 1949, when the Respondent held its first antiunion meeting, the Union still represented a majority of the employees in the unit.

Nor do we find any merit in the Respondent's contention that it cannot be held to have violated Section 8 (a) (5) because the record fails to demonstrate that the Union had obtained authorization cards from a majority of the employees as of the time that it *sent* the letter requesting bargaining. It is undisputed that such a majority had been ob-

³ See, for example, *Magnolia Cotton Mill Co., Inc.*, 79 NLRB 91; *Macon Textiles, Inc.*, 80 NLRB 1525.

⁴ We find the argument of Respondent that the Union's letter of November 11, 1949, did not constitute a request to bargain to be without merit. The letter contained an express demand for a bargaining meeting.

tained at least by the time the Respondent *received* the request. We are not presented in this case with the issue of whether the refusal to bargain was based upon a good faith doubt as to the Union's majority, for the Respondent never questioned that majority or asked that it be proved.

ORDER

Upon the entire record in this 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, Nash San Diego, Inc., San Diego, California, and its officers, agents, successors, and assigns shall:

(1) Cease and desist from:

(a) Refusing to bargain collectively with International Association of Machinists, District No. 50, as the exclusive representative of all its automotive mechanics, apprentices and helpers, lubricators, and parts men; excluding all office and clerical employees, watchmen, guards, professional employees, and supervisors as defined in the Act;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Association of Machinists, District No. 50, or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in 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) Upon request, bargain collectively with International Association of Machinists, District No. 50, as the exclusive representative of all its employees in the above-described unit with respect to grievances, labor disputes, rates of pay, hours of employment, and other conditions of employment, and, if an understanding is reached, embody such understanding in a written agreement;

(b) Post at its shop in San Diego, California, copies of the notice attached hereto, marked Appendix A.⁵ Copies of said notice, to be furnished by the Regional Director for the Twenty-first Region, shall,

⁵ In the event that this Order is enforced by decree of a United States Court of Appeals there shall be inserted in the notice, before the words, "A DECISION AND ORDER," the words, "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING."

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 such notices are not altered, defaced, or covered by other material;

(c) Notify the Regional Director for the Twenty-first Region, 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, we hereby notify our employees that:

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT No. 50, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

All our employees are free to become, remain, or to refrain from becoming or remaining members of this union, or any other labor organization, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

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

All autom6tive mechanics, apprentices and helpers, lubricators, and parts men, excluding all office and clerical employees, watch-

men, guards, professional employees, and supervisors as defined in the Act.

NASH SAN DIEGO, INC.,
Employer.

Dated _____ By _____
(Representative) (Title)

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

INTERMEDIATE REPORT

Mr. Jack R. Berger, of Los Angeles, Calif., for the General Counsel.

Mr. Findlay A. Carter, (*Carter & Potruch*), of Los Angeles, Calif., for the Respondent.

STATEMENT OF THE CASE

Upon a charge duly filed by International Association of Machinists, District No. 50, herein called the Union, the General Counsel of the National Labor Relations Board,¹ by the Regional Director for the Twenty-first Region (Los Angeles, California), issued a complaint dated February 14, 1950, against Earl Severin, Inc., herein called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, as amended (Public Law 101), herein called the Act. A copy of the charge was duly served upon the Respondent. Copies of the complaint, accompanied by a notice of hearing, were duly served upon the Respondent and the Union.

With respect to the unfair labor practices, the complaint alleged, in substance, that the Respondent: (1) In November 1949, and thereafter induced its employees to revoke Union authorizations, and threatened closing its business rather than permit a union in the shop; (2) in November 1949, and thereafter refused to bargain with the Union as the duly designated representative of its employees in an appropriate unit; and (3) by these acts has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed by Section 7 of the Act.

On February 28, 1950, the Respondent filed its answer, which denied generally that the Board had jurisdiction and that it had engaged in any unfair labor practices.

Pursuant to notice, a hearing was held at San Diego, California, on March 2 and 3, 1950, before the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The General Counsel and the Respondent were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues, was afforded all parties.

At the opening of the hearing motions made by General Counsel, to strike certain portions of the Answer, were denied. Motions to revoke certain subpoenas, previously served upon Earl Severin, were denied. At the conclusion of the hearing ruling was reserved upon the Respondent's motion to dismiss the

¹ The General Counsel of the Board and his representative at the hearing are referred to herein as General Counsel, the National Labor Relations Board as the Board.

complaint. The motion is disposed of by the findings, conclusions of law, and recommendations appearing below.

Counsel for each party argued briefly upon the record at the conclusion of the hearing. A brief was received from counsel for the Respondent on April 3, 1950.

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

Earl Severin, Inc., a California corporation, with place of business in San Diego, California, is engaged in the business of buying and selling new and used automobiles and parts and accessories and in the servicing of such vehicles. It operates under dealer franchise with both Willys-Overland Motors, Inc., and Crosley Motors, Inc., each of Ohio. For the Crosley Motors the Respondent also serves as distributor, carrying in stock vehicles for distribution to other dealers in the vicinity.

Under its agreement with Crosley, the Respondent obtains new cars and parts manufactured and assembled outside the State of California and transported to the Respondent's place of business in California.

Under its agreement with Willys-Overland, the Respondent obtains new cars and parts manufactured in Ohio, transported to California to a local assembly plant, and thence to the Respondent's place of business.

During 1949 the Respondent, under its agreement with Willys-Overland, purchased for resale vehicles having a total value of \$143,247.48, and parts valued at \$20,306.98.²

The Respondent denies that the Board has jurisdiction. In numerous decisions the Board has asserted jurisdiction over concerns engaged in similar business.³

II. THE LABOR ORGANIZATION INVOLVED

International Association of Machinists, District No. 50 (Independent) is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Setting and issues*

On November 11, 1949, a majority of the Respondent's mechanics signed cards authorizing the Union to represent them in collective bargaining. The same day a Union representative sent to the Respondent, a letter admittedly received the next day, asserting majority representation and requesting a meeting to negotiate an agreement. The Respondent has never replied to this request; thus is raised the issue of refusal to bargain.

Shortly after receiving the Union's request to bargain, management called a meeting of the mechanics, at which its antipathy toward Union organization was admittedly expressed and other remarks were made claimed by the General

² The amount of similar business done with Crosley is not revealed by the record. Severin refused to produce records subpoenaed by General Counsel. Records as to Willys-Overland business with Severin were produced by Willys-Overland.

³ *Adams Motors, Inc.*, 80 NLRB 236; *Johns Brothers, Inc.*, 84 NLRB 294; *Angelus Chevrolet Co.*, 88 NLRB No. 174.

Counsel to have been illegal interference. Thereafter a number of the mechanics signed letters, prepared with management assistance, revoking their Union authorizations. Whether or not the Respondent coercively induced these revocations is in issue.

B. Refusal to bargain; interference, restraint, and coercion

1. Facts bearing upon these issues

The complaint alleges, the answer denies generally but without the support of any evidence offered by the Respondent, and the Trial Examiner finds that the following unit of the Respondent's employees is appropriate for the purposes of collective bargaining as defined in Section 9 of the Act:

All automotive mechanics, apprentices and helpers, lubricators and parts men; excluding all office and clerical employees, watchmen, guards, professional employees and supervisors as defined in the Act.

On November 11, 1949, there were 11 employees in the Respondent's mechanical and servicing department. On the same day 6 of these employees signed cards authorizing the Union to represent them in matters of collective bargaining. It is therefore found that on November 11 and thereafter the Union was and has continued to be the duly designated collective bargaining representative of a majority of the employees in the above-described appropriate unit.⁴

A few days after the employees had signed the authorization cards Foreman John Hanson approached several of them at their work and asked if they had signed up for the Union. That he engaged in such conduct was conceded by Hanson, himself, as a witness. To one of the employees Hanson said: ". . . it will be awful tough on you boys if you do . . . I will put in a time clock here and you will punch in and punch out . . . and there won't be any going over and getting coffee in between."

On November 17, after the Union's request for negotiations had been received, Severin and his general manager, Andrew Tipton, called the mechanics into the office. In substance, Severin told his employees that while it was a free country and they could join the Union if they wanted to, he could not operate with a Union in the shop. He then proceeded to show business records to them, indicating that for some months they had been operating "in the red." Tipton also declared that the company could not operate with a union there, and urged that the boys ought not to belong. As the men left the meeting Hanson turned to the group and said that if the shop went union he would see them all fired.⁵

On November 29 Tipton called employee William Yeager into his office and asked him if he thought "the boys" would revoke their Union "pledges."⁶ Yeager agreed to explore that possibility. Tipton dictated a suggested text for a letter which Yeager proceeded to submit to some of his fellow workers. Apparently they decided to use Tipton's desire for revocations as a means of obtaining more favorable wages and working conditions. In any event, they sought and obtained an immediate audience with the manager. One employee asked for wage adjustments, another for paid vacations. Tipton said he would not grant

⁴ The issue of subsequent revocations is discussed below.

⁵ The findings as to this meeting and Hanson's threat are based upon the credible testimony of several witnesses, both for the General Counsel and for the Respondent, a good part of which is undisputed.

⁶ Tipton's testimony that Yeager broached the subject of revocations is rejected as incredible. Tipton's own antipathy toward unions is made amply clear by his testimony.

a raise because they had joined the Union, and added that if they would sign the revocation letters conditions would be a lot better after the first of the year. The men then indicated that they would submit such revocations. Tipton told them to write out their letters and bring them into the office for typing.⁷ That afternoon, upon Tipton's instructions, an office girl wrote letters for the signatures of five of the six employees who had previously signed Union authorizations. Four signed. The employer sent one copy of each letter to the Union, another to the Regional Office of the Board.

2. Conclusions

The Trial Examiner concludes and finds that, by Foreman Hanson's interrogation of employees as to their Union authorizations and by his threat to have them discharged or to make it "tough" if the Union came into the shop, the Respondent interfered with, restrained, and coerced its employees in the exercise of rights guaranteed by Section 7 of the Act. It is also found that the respondent interfered with its employees' statutory rights by Tipton's inducement of Yeager to seek revocations from his fellow-workers, by Tipton's more direct solicitation of such revocations by telling them, assembled in his office, that he would not grant a raise because they had joined, and by clear implication assuring them that conditions would be better if they signed the proposed letters.⁸

The Trial Examiner also concludes and finds that: (1) by the above-described conduct, occurring after the Union had made its claim of representing the majority of its employees; (2) by completely ignoring the Union's request for a bargaining conference; and (3) by Severin's ultimatum to his employees on November 17 that he could not operate his shop with a union in it, the Respondent has refused and is now refusing to bargain with the Union as the exclusive bargaining agent of all its employees in the appropriate unit. The Respondent's position that its failure to meet and bargain with the Union was justified because of the revocation letters is wholly without merit. It raised no question of majority representation *before* revocations were induced by itself. It may reasonably be inferred that: (1) the Respondent was satisfied that the Union actually represented a majority, from Hanson's interrogation of the employees; and (2) that had it not been made thus aware of the Union majority it would not have solicited the revocations.⁹

⁷ The findings as to Tipton's remarks at the second meeting rest in large part upon the testimony of employee Hill, a witness for the Respondent. Although he at first denied that Tipton refused a raise because they had joined the Union, when faced with a sworn statement given to a Board agent soon after the event he admitted the accuracy of his prior recollections.

⁸ "Interference is no less interference because it is accomplished through allurements rather than coercion." (*Western Cartridge Company v. N. L. R. B.*, 134 F. 2d 240, 244 (C. A. 7), cert. denied, 320 U. S. 746.)

⁹ The Trial Examiner can ascribe no weight to testimony elicited by the Respondent's counsel from three employees called by himself (Hill, Vance, and Poteet) to the effect that at the time of signing the letters, and at the hearing, they intended to revoke their Union authorizations. All three, still employees of the respondent, were called from their work to testify. In view of management's previous threats, they could hardly have been expected to answer otherwise questions put by their employer's counsel. Moreover, on cross-examination, Hill admitted having previously stated to a Board agent, in a sworn statement, that "I feel that the reason I and the others agreed to withdraw from the union was because the employer would discriminate and probably discharge us if we did not agree." Vance and Poteet also admitted that they had not drawn up their letters of revocation and had not authorized anyone to send them either to the Union or to the Board.

In *Medo Photo Supply Corp.*¹⁰ the Supreme Court stated:

Petitioner cannot, as justification for its refusal to bargain with the union, set up the defection of union members which it had induced by unfair labor practices, even though the result was that the union no longer had the support of a majority. It cannot thus, by its own action, disestablish the union as the bargaining representative of its employees, previously designated as such of their own free will.

By thus refusing to bargain the Respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed by the Act.

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 tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Because it has been found that the Respondent has engaged in certain unfair labor practices, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

The Respondent's unlawful conduct consisting of threats of reprisal and promises of benefit, in the opinion of the Trial Examiner, discloses a fixed purpose to defeat self-organization and its objectives. Because of this conduct and its underlying purpose, the Trial Examiner is convinced that the unfair labor practices found are persuasively related to the other unfair labor practices proscribed by the Act; that the danger of their commission in the future is to be anticipated from the Respondent's conduct in the past; and that the preventive purpose of the Act will be thwarted unless the remedy recommended is coextensive with the threat. In order, therefore, to make effective the interdependent guarantees of Section 7, and 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, it will be recommended, in addition to the customary recommendation that the employer bargain with the Union, upon the latter's request, that the Respondent cease and desist from infringing in any manner upon the rights guaranteed in Section 7 of the amended Act.

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

CONCLUSIONS OF LAW

1. International Association of Machinists, District No. 50, (Independent), is a labor organization within the meaning of Section 2 (5) of the Act;

2. All automotive mechanics employed by the Respondent, apprentices and helpers, lubricators and parts men; excluding all office and clerical employees, watchmen, guards, professional employees, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act;

¹⁰ *Medo Photo Supply Corp. v. N. L. R. B.*, 321 U. S. 678, 687.

3. International Association of Machinists, District No. 50 (Independent) was on November 11, 1949, and at all times thereafter has been, the exclusive representative of all the employees in the aforesaid appropriate unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act;

4. By refusing on November 12, 1949, and at all time thereafter, to bargain collectively with International Association of Machinists, District No. 50, as the exclusive representative of all its employees in the aforesaid appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) of the Act;

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

6. The aforesaid 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 Trial Examiner recommends that the Respondent, Earl Severin, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Association of Machinists, District No. 50, as the exclusive representative of all its automotive mechanics, apprentices and helpers, lubricators and parts men; excluding all office and clerical employees, watchmen, guards, professional employees, and supervisors as defined in the Act;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Association of Machinists, District No. 50, or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

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

(a) Upon request, bargain, collectively with International Association of Machinists, District No. 50, as the exclusive representative of all its employees in the above-described unit with respect to grievances, labor disputes, rates of pay, 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 shop in San Diego, California, copies of the notice attached hereto, marked Appendix A. Copies of said notice to be furnished by the Regional Director for the Twenty-first 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 such notices are not altered, defaced, or covered by other material;

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

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

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Washington 25, D. C., an original and six copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46 should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Dated at Washington, D. C., this 10th day of April 1950.

C. W. WHITTEMORE,
Trial Examiner.

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT No. 50, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities, except to the extent that such right may be affected by an agreement requiring membership in

