

apparently not more than \$260,000 represents goods purchased locally but originating out of State. During this same period the Employer made sales totaling about \$820,000, all to purchasers within the State of Georgia. Approximately 95 percent of these sales were to retail stores, the remaining 5 percent being to local jobbers who sell only to independent retail establishments within a 25-mile radius of Atlanta, Georgia. Over \$400,000 worth of sales were made to retail outlets in Georgia of the A & P Tea Company, Colonial Stores, the Kroger Company, and other multistate chains. However, the record does not demonstrate that any of these retail stores sell goods out of the State of Georgia in the amount of \$25,000 annually.

On the basis of the above facts and on the record as a whole, we find that the operations of the Employer do not meet any of the applicable standards set up by the Board to determine the assertion of jurisdiction.¹ Accordingly, we find that it will not effectuate the policies of the Act to assert jurisdiction in this case, and we will dismiss the petition herein.

Order

IT IS HEREBY ORDERED that the petition herein be, and it hereby is, dismissed.

¹ Cf. *Stanislaus Implement and Hardware Company, Ltd.*, 91 NLRB 618; *Hollow Tree Lumber Company*, 91 NLRB 635; *Federal Dairy Co, Inc*, 91 NLRB 638; *Dorn's House of Miracles, Inc.*, 91 NLRB 632; and *The Rutledge Paper Products Co*, 91 NLRB 625.

HUDSON HOSIERY COMPANY and AMERICAN FEDERATION OF HOSIERY WORKERS, A. F. OF L. *Case No. 34-RC-289. February 6, 1952*

Supplemental Decision and Order

On August 14, 1951, pursuant to a Board Decision and Direction of Election¹ an election was held under the direction of the Regional Director for the Fifth Region among certain employees of Hudson Hosiery Company, herein called the Employer, at its Monroe Street plant in Charlotte, North Carolina. Thereafter, a tally of ballots was furnished the parties which showed that of approximately 900 eligible voters, 839 cast valid ballots, of which 267 were for and 572 against the Petitioner, and 18 ballots were challenged.²

On August 20, 1951, the Petitioner filed objections to the election with the Regional Director. On January 7, 1952, the Regional Director, after investigating the Petitioner's objections, issued his report

¹ 95 NLRB 250.

² As the challenges were insufficient to affect the results of the election, the Regional Director made no investigation or report thereon.

on objections, recommending that the objections be overruled and that the petition be dismissed.

On January 10, 1952, the Petitioner filed exceptions to the report on objections, alleging that the Employer had interfered with the election by promising a pension plan for all employees and a wage increase for preboarding employees in a letter sent to its employees on August 10, 1951. The pertinent sections of that letter read as follows:

Another rumor has it that we are going to buy a new type of machine which cuts out pre-boarding. That is absolutely untrue. There is such a machine but we do not like it at all, and have no intention whatever of discontinuing pre-boarding. We would like to be able to state what our plans are with respect to wages and rates in pre-boarding but we understand that it is not proper for us to do so in view of the pending election.

I understand that the Union is also putting out the claim that the pension plan which we have been working on is not nearly as good as the pension plan in some of the Union plants. On the other hand, we are convinced that the pension system which we have been trying to work out is just as good and better than any of the others we know about. And bear in mind that the *UNION WILL NEVER PAY FOR ANY PENSION PLAN OF ANY SORT ANYHOW!*

The Petitioner did not deny the truth of the allegations in this letter as to rumors circulated by the Petitioner about the Employer's intentions concerning preboarding operations and a tentative pension plan. The Employer had the right to answer claims made to its employees by the Petitioner, and to state its own position in these matters. Furthermore, the August 10 letter did not promise the employees a wage increase or a pension plan. We³ therefore find that this letter, read by itself, does not contain any promise of benefit designed to interfere with the employee's free choice of a bargaining representative. Nor can such a promise be inferred, as the Petitioner contends, by reading the August 10 letter in conjunction with a letter of August 4, addressed by the Employer to its employees, which does not mention a pension plan and discusses wages in general terms only. We therefore find that the Employer's letters contain only campaign literature of the type sanctioned by Section 8 (c) of the Act.

Accordingly, we find that the Petitioner's objections do not raise material issues with respect to the conduct of the election, and hereby overrule the objections. As a majority of the votes were cast against the Petitioner, we shall dismiss the petition.

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

Order

A majority of the valid ballots counted having been cast against the Petitioner, it is hereby ordered that the petition herein be, and it hereby is, dismissed.

AMERICAN CYANAMID COMPANY, CALCO CHEMICAL DIVISION *and*
UNITED GAS, COKE AND CHEMICAL WORKERS OF AMERICA, CIO,
PETITIONER. *Case No. 9-RC-1328. February 7, 1952*

Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Richard C. Curry, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.¹

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organizations involved claim to represent certain employees of the Employer.²

3. On February 6, 1948, following a stipulation for certification upon consent election, the Intervenor was certified as the exclusive bargaining representative of the production and maintenance employees of the Employer.³ On March 17, 1948, the Intervenor was authorized to enter into a union-security agreement with the Employer for its production and maintenance employees.⁴ Commencing in 1948, the Employer and the Intervenor have had continuous contractual relations culminating in the current contract, which was executed on May 11, 1950. On November 20, 1950, this contract was amended, and, as amended, is effective until May 17, 1952.

On August 22, 1951, the Petitioner asked the Employer for recognition as the bargaining representative of the Employer's production and maintenance employees. The Employer made no reply, and on August 23, 1951, the Petitioner filed the instant petition for certification.

¹ The Intervenor, in its brief, renewed its motion made at the hearing, which the hearing officer overruled, that the testimony of Donald Sandford as to the average attendance at meetings of the Intervenor be stricken from the record on the ground that it was hearsay. As we have not relied upon this testimony in reaching our decision herein, we do not consider it necessary to pass upon the motion.

² International Chemical Workers Union, Local 275, AFL, was permitted to intervene on the basis of its current contract with the Employer.

³ 9-RM-11.

⁴ 9-UA-154.