

All our employees are free to become or remain members of the above-named union or any other labor organization except to the extent that this right may be affected by an agreement in conformity with Section 8 (a) (3) of the amended Act. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

CHENEY FOREST PRODUCTS, 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.

FARMERS CO-OPERATIVE COMPANY and AMERICAN FEDERATION OF
GRAIN MILLERS, A. F. OF L. *Case No. 18-CA-389. January 13,*
1953

Decision and Order

On September 23, 1952, Trial Examiner Wallace E. Royster issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged 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 at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the Respondent's exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner,² with the following modifications and additions:

1. We adopt all the Trial Examiner's 8 (a) (1) findings, including his finding with respect to the statement of Assistant Manager Bolton to employee Nash that unionization of the Company would probably mean less take-home pay.³ Considering the unconcealed opposition of Respondent to the Union, the interrogations, threats of discharge, warnings about union "attitudes," and the actual discharge of the chief union advocate, we find that the remarks as to lessened earnings

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

² We reject as lacking in merit the contention made by the Respondent in its brief that the Trial Examiner was biased or prejudiced against it.

³ The fact that the statement is couched in the form of an opinion is some evidence that it is not a threat of economic reprisal, but the Board has found that such evidence may be far from conclusive in this regard. *J. S. Abercrombie Company*, 83 NLRB 524.

constituted an illegal threat of reprisal, leaving the impression that the Respondent would use its economic power to retaliate if the Union was successful in organizing its employees.⁴

2. We also agree with the Trial Examiner that the Respondent discharged employee Dudley in violation of Section 8 (a) (3) and (1) of the Act. We conclude, as apparently did the Trial Examiner, that there is no merit to the Respondent's contention that Dudley's "lack of coordination," or his unsatisfactory work, or his telling other employees that they would lose their jobs if they did not join the Union, were operative factors in the discharge. This is emphasized by the fact that Respondent's general manager who discharged Dudley repeatedly testified that Dudley's cursing was the reason for the discharge. Furthermore, in its brief, the Respondent acknowledged this testimony and argues, ". . . it is all the more probable that on March 7th [Manager] Thomas discharged Dudley only because he cursed him. . . ." As to the alleged cursing, however, we agree with the Trial Examiner for the reasons stated by him that whatever cursing occurred, *followed* the discharge. In addition, we note that in its reports to the Iowa Employment Security Commission soon after the discharge, the Respondent made no mention of the alleged cursing. Thomas admittedly reported to that commission, as the reasons for discharging Dudley, "lack of coordination," troublemaking, and "causing dissension among other employees." Moreover, the testimony of Thomas and Plant Superintendent Porter, the only two persons who allegedly heard the cursing, gave such different versions of what occurred at the time of the discharge⁵ that we conclude, as did the Trial Examiner, that the testimony of Dudley that he did not curse at the time is the more credible.

In view of all the circumstances, including Thomas' interrogations of Dudley in connection with his union membership and activities, his threat to Dudley on March 3, 4 days before the actual discharge, that Dudley's attitude⁶ placed him perilously near discharge, and his

⁴ Member Peterson would not find that Assistant Manager Bolton's statement constituted a threat of reprisal. In his view, Bolton was merely expressing an opinion that if the Union's rumored wage demands were met the Respondent, in order to keep costs within bounds, might find it necessary to reduce overtime and hire more employees at straight time, which in turn might result in less take-home pay. Accordingly, he would find that the statement carried no connotation that the Respondent would use its economic power to make Bolton's prediction come true if the employees joined the Union.

⁵ E. g. Thomas testified that Dudley cursed him before Porter approached, whereas Porter testified that the cursing occurred after he had joined in the conversation.

⁶ Like the Trial Examiner, we reject the Respondent's position that the reference to Dudley's attitude did not concern the Union. This position is refuted by the undenied testimony, credited by the Trial Examiner, that Bolton went to Dudley's home after the discharge and told him that Bolton did not blame him for trying to get more money, but that he was going about it the wrong way and displaying the wrong attitude. In the light of all the foregoing, the conclusion is inescapable and we find that both Thomas and Bolton (who clearly is a supervisor, being in full charge of the mill in the absence of Thomas, and having himself hired two truckdrivers and discharged another) were concerned with the "attitude" toward the Union.

threat on the same day to discharge the entire crew and start anew in the event of union organization, we find that Dudley, the chief union advocate at the mill, was illegally discharged because of protected concerted activities on behalf of the Union.

Order

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the Respondent, Farmers Co-Operative Company, Creston, Iowa, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in the American Federation of Grain Millers, A. F. of L., or in any other labor organization by discriminating against employees in respect to their hire or tenure of employment or terms or conditions of employment.

(b) Interrogating, threatening, or warning employees in connection with their activity in behalf of a labor organization or in any other manner interfering with, restraining, or coercing employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the American Federation of Grain Millers, A. F. of L., 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 or 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) Offer to William L. Dudley immediate and full reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay suffered, in the manner set forth in the section of the Intermediate Report entitled "The Remedy."

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

(c) Post at its mill in Creston, Iowa, copies of the notice attached hereto and marked "Appendix A."⁷ Copies of such notice, to be

⁷ In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

furnished by the Regional Director for the Eighteenth Region, shall, after being duly signed by Respondent's representative, be posted by it immediately upon receipt thereof and be maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees customarily are posted. Reasonable steps shall be taken by Respondent to insure that such notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for the Eighteenth Region (Minneapolis, Minnesota), 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 by interrogations, threats, warnings, or discharge interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist AMERICAN FEDERATION OF GRAIN MILLERS, A. F. of L., 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 or 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.

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

All our employees are free to become or remain or to refrain from becoming or remaining members of AMERICAN FEDERATION OF GRAIN MILLERS, A. F. OF L., or any labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity in behalf of any labor organization.

FARMERS CO-OPERATIVE COMPANY,
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 and Recommended Order**STATEMENT OF THE CASE**

Upon a charge duly filed by American Federation of Grain Millers, A. F. of L., herein called the Union, the General Counsel of the National Labor Relations Board issued his complaint dated June 30, 1952, against Farmers Co-Operative Company, Creston, Iowa, herein called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices within the meaning of Section 8 (a) (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 61 Stat. 136, herein called the Act.

In respect to unfair labor practices, the complaint alleges, in substance, that from about February 1, 1952, and thereafter, Respondent questioned its employees concerning their union beliefs and activities, warned them that the workweek would be reduced if the Union was successful in an organizational attempt, and on March 7 discharged its employee, William L. Dudley, because he joined and assisted the Union and engaged with other employees in concerted activities for the purpose of collective bargaining and other mutual aid and protection.

Respondent's answer, filed before the hearing, admits certain of the facts upon which the General Counsel premises jurisdiction, while denying that such jurisdiction exists; denies the commission of unfair labor practices; and asserts that Dudley was discharged for misconduct, insubordination, and failure properly to perform his duties.

Pursuant to notice, a hearing was held before the undersigned Trial Examiner in Creston, Iowa, on July 16 and 22, 1952. The General Counsel and the Respondent were represented by counsel, participated in the hearing, and were afforded full opportunity to examine and cross-examine witnesses and to introduce evidence pertinent to the issues. At the conclusion of the taking of testimony some discussion in the nature of oral argument was had, and all parties were afforded opportunity to file briefs. None has been received.

Upon the entire record in the case and from my observation of the witnesses, I make the following:

FINDINGS OF FACT**I. THE BUSINESS OF THE RESPONDENT**

Respondent is an Iowa corporation with its principal office and place of business in Creston, Iowa, where it is engaged in the sale of grain, coal, seeds, and other materials, and in the processing and sale of feeds. During the calendar year 1951, Respondent purchased corn, beans, wheat, oats, fertilizers, coal, wire, seeds, and other materials in an amount exceeding \$250,000, of which more than 50 percent was purchased and shipped to it from points outside the State of Iowa. During the same period Respondent's sales exceeded \$250,000 in value, of which more than 50 percent was shipped to points outside the State of Iowa.

I find, contrary to the position of the Respondent, that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

American Federation of Grain Millers, affiliated with the American Federation of Labor, is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

In September 1948, William L. Dudley became Respondent's employee and remained in that status until his discharge March 7, 1952. Dudley's principal

employment was mixing feed and, in common with other employees in the mill-room, sometimes waited upon the trade and loaded purchases at the dock. Dudley's left arm is amputated below the elbow, but he wears a prosthetic device which apparently enabled him to perform his tasks to the satisfaction of his Employer. In late fall 1951, according to the testimony of Frank Bentley, Respondent's president, a number of complaints were voiced to Respondent's board of directors, resulting, according to Bentley, in the recommendation by the directors to Manager Harold F. Thomas that Dudley be discharged. The nature of the complaints appears principally to have been that feed mixes were not being properly made and that customers were not receiving the courteous service that the directors desired. Manager Thomas testified that he recalled the recommendation of the directors and that in consequence he called all the mill employees together to tell them that their work must improve but that he did not single out Dudley for criticism. Plant Superintendent James Homer Porter testified that Dudley was "grouchy" in his approach to customers and that he had complained of this attitude to Manager Thomas on a number of occasions. Thomas testified that he had received such complaints from Porter, but that he had always found Dudley to be cooperative and did not raise the matter with Dudley.

In late February 1952, Dudley and another employee decided to investigate the possible advantages of union representation and in furtherance of their inquiry spoke to an organizer for the American Federation of Labor who was occupied in such work at a nearby plant. Dudley secured a number of blank cards from the organizer which, from the somewhat confused evidence about them, I conclude were designed to enable some union to petition the Board for an election at Respondent's plant. According to Dudley, on February 24 he secured the signatures of 6 or 8 of Respondent's employees to the cards. Dudley testified, as indeed did Manager Thomas, that on March 3 the latter asked Dudley if he was heading the Union's organizational effort in the plant. Dudley denied that he was. Thomas went on to say, according to the testimony of both participants in this conversation, that if the Union "came in" Thomas would quit, that he would not work in the plant if a union was chosen. The conversation continued for about an hour and during the course of it, according to Dudley's version, Thomas told him that he was discharged, that in the event of union organization Thomas would discharge the entire crew and start anew. Finally, however, Dudley went back to his work and the threat of discharge was not carried out. Two days later Superintendent Porter, as he admitted in his testimony, told Dudley that if Dudley wanted a union he was going about it the wrong way; that he first should talk to Thomas about it. Later in the day, according to Dudley, Porter told him in the presence of 2 other employees, that if the Union came in Dudley would be fired.¹ That evening 5 of the employees met with a representative of the Union in a Creston hotel and all signed designation cards. On March 6 Dudley secured the signature of another employee in the plant and on the 7th still another, who, however, reclaimed his card about 30 minutes later. About 2 o'clock that afternoon Dudley was approached by Manager Thomas, who asked him if he had told any of the employees they would be discharged if they did not join the Union. Thomas testified that he did indeed ask this question of Dudley, but from this point the versions of the participants in the colloquy differ sharply. According to Dudley he denied to Thomas that he had made such representations and went on to tell of Porter's advice that he should talk to Thomas first about a union. Thomas asked, according to

¹ Porter denied uttering such a threat. I do not credit his denial for the evidence convinces me that Respondent's representatives first employed such tactics to discourage union activity before resorting to actual dismissal.

Dudley, if that was still his attitude,² and Dudley answered, "Yes!" that he was in the Union and intended to remain there. It was then, according to Dudley, that Thomas told him he was discharged. A few minutes later Dudley told Thomas, "I hope to hell you know what you are doing, Mr. Thomas, because I am going to cause you some trouble over it." The two then proceeded to Thomas' office where, with the latter's permission, Dudley telephoned a representative of the Union in Des Moines to report his discharge. That evening Assistant Manager Bolton came to Dudley's house to get some keys which Dudley had taken with him. According to Dudley's undenied and credited testimony, Bolton said that he did not blame Dudley for trying to get more money, but that Dudley was going about it the wrong way and displaying the wrong attitude. Bolton went on to say that had he been running the plant Dudley would have been the foreman of the mill crew as he had a good memory, was good with figures, and was a good worker. Dudley denied that he had told any employee he would be discharged if he did not join the Union, but conceded that he had told one individual, Russell Hardisty, that if he did not join "the other boys would make it so hard on him that he'd either join or quit."

Manager Thomas testified that on March 3 Dudley had responded to his inquiry about who was organizing the Union in such a fashion as to indicate that he was. Whereupon Thomas told him that his attitude was wrong and that his conduct provided a source of considerable embarrassment to Thomas in that Thomas had failed to follow the directors' recommendation of discharge. Thomas agreed that he said that the advent of the Union would mean he was leaving; that he did not want to work "amongst a bunch of trouble." According to Thomas, Dudley pleaded for his job, saying he had a house to pay for and owed payments on his car, to which Thomas replied, "Well, Bill, if you will get your attitude straightened out and go back to work and get things straightened out, we will forget about it." Thomas denied that this admonition had any connection with the Union. On March 7, according to Thomas, he was informed by Superintendent Porter that Dudley had been threatening employees with discharge if they did not join the Union. Thomas then questioned Dudley in that connection, with the result, according to Thomas, that Dudley, instead of answering, shouted, "God damn it, I knew I was going to get the blame for it, but you sons of bitches can't get by with it. I know my rights." Superintendent Porter testified that he was nearby at the time, heard Dudley explode as Thomas testified, and that Dudley's discharge followed. Despite this provocative outburst Thomas responded quietly, he testified, with, "Bill, if your attitude is like this, I am going to give you your check." This evoked, according to Thomas, an assertion by Dudley that Thomas couldn't fire him, that Dudley knew his rights, and that Respondent would "get into a hell of a lot of trouble." Thomas testified that the reason for the discharge was the "cussing" he received from Dudley.

There is perhaps some substance to the assertion that Dudley did not always service customers in a fashion entirely satisfactory to the directors. But I do not credit the testimony of President Bentley or Manager Thomas that the directors in the fall or winter of 1951 recommended Dudley's discharge. The conduct of Thomas following this alleged recommendation is entirely inconsistent with its having been made. I do not doubt that complaints in regard to customer service were the subject of discussion by the directors and that Thomas was aware of it. This would fully explain his warnings to all the employees in late January that they should improve in that respect. It fails utterly to establish that Dudley was a particular target for criticism. Thomas's testimony im-

² Apparently, that such matters were not Thomas' concern.

pressed me as that of one struggling to tell the truth to the extent possible while protecting what he conceived to be the interest of his employer. He did testify that Dudley was a competent worker and that he found him to be cooperative. Thomas's deep concern lest Respondent's employees designate a union to represent them, is fully apparent in his testimony that he would resign his position rather than work where such an arrangement existed. Dudley's testimony that on March 3 Thomas at first told him he was discharged³ and later relented, fits rather neatly into Thomas' admissions that he told Dudley on that occasion to "go back to work and get things straightened out, we will forget about it." I do not credit Thomas' rather strained explanation that this warning had to do with Dudley's work performance. However, I am convinced by the testimony of employees Hardisty, McKinney, and Also that Dudley did tell them that failure to join the Union would or might result in their discharge. Dudley's denial that he did so is perhaps literally true, but his admission that he told Hardisty that things could be made so difficult that he would either join the Union or quit his job, is sufficiently of the same piece of cloth as to persuade me that those individuals named above reasonably interpreted his remarks as they testified. This conduct, coming to the ears of Thomas, of course, stimulated him to approach Dudley about the latter's activity. Now of course the Act throws no cloak of protection about the shoulders of one who finds himself discharged because he has voiced threats of this character and if Dudley had been discharged for that reason, the General Counsel's complaint would fall. However, in the context of events illumined by the evidence here, it is clear that Thomas' concern was not with the threat but with the continuation on the part of Dudley of his efforts to secure members for the Union among Respondent's employees. Thomas' testimony concerning his conversation with Dudley on March 3 leads me to conclude that he hoped, first, by a threat of discharge and then with the admonition to get his attitude straightened out, that Dudley no longer would be the focus of infection in such matters. The report of Dudley's continued activity of course signaled the failure of the earlier threats and warning. Hence Dudley's discharge. In arriving at this conclusion I have, of course, discredited Thomas's testimony that Dudley cursed him before the discharge. I regard Thomas' testimony in that connection to be so highly improbable and so entirely uncharacteristic of the friendly relationship theretofore existing between the two as not to merit belief. I find that whatever cursing occurred followed the announcement by Thomas of Dudley's discharge.

The situation presented here is not dissimilar to that which frequently arises in cases coming to the Board of an individual being discharged for engaging in union activity in a plant where the evidence shows the activity to have occurred during work time. An employer, it need hardly be reiterated, is entitled under normal circumstances to restrict communications between his employees on such matters to nonwork periods and hence may lawfully discharge one for violation of such a restriction. But where, as here, the discharge is made not for the violation of any rule or, as here, not because of the character of the union activity, but actually because it was union activity, it then clearly is a reprisal for having exercised rights guaranteed by Section 7 of the Act. Perhaps it is clearer to say that the unprotected threats uttered by Dudley did not deprive him of the protection of the Act for his other and legitimate activity. As I am convinced that it was the totality of his conduct as a union sponsor which caused his discharge, I find that by the discharge Respondent discouraged membership and

³ Chronologically, this threat of discharge follows closely Porter's recommendation to Thomas in late February that Dudley be fired. Despite Porter's denial I am convinced that Dudley's organizing activity provided the motivation.

activity in behalf of a labor organization in violation of Section 8 (a) (3) of the Act.

Assistant Manager Bolton testified that in late February or early March an employee, Claude Nash, said that Respondent's wages were too low and that in the conversation which this remark evoked the Union was mentioned. Nash, according to Bolton, asked the latter what he thought about a union and Bolton answered that he could not see how it would do any good, that it probably would mean less take-home pay for the employees. Bolton explained to Nash that if the probable wage demands of the Union were met it would be impossible for the Respondent to continue giving them 54 hours work each week. Nash was not available to the General Counsel as a witness. So-called expressions of opinion and comment on probabilities are often made in such a context as actually to constitute to the ears of the listener an authoritative prophecy of what will happen, I am satisfied that the exchange between Bolton and Nash constituted a threat by Bolton of decreased earnings in the event of union organization.⁴

By the discharge of Dudley, by the interrogation of Dudley in connection with his union membership and activity, by the threat of Thomas to Dudley on March 3 that his attitude placed him perilously near discharge, by Bolton's prediction of lessened earnings, and by Porter's prophecy that Dudley would be discharged, I find that Respondent interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act and that Respondent thereby violation Section 8 (a) (1) of 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 its operations 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

Having found that Respondent has engaged in unfair labor practices within the meaning of Section 8 (a) (1) and (3) of the Act, it will be recommended that it cease and desist therefrom and take certain affirmative action in order to effectuate the policies of the Act. Having found that a discriminatory motivation operated in connection with the discharge of William L. Dudley, it will be recommended that the Respondent offer him immediate and full reinstatement to his former or substantially equivalent position and make him whole for any loss of pay suffered by payment to him of a sum of money which otherwise he would have earned from March 7, 1952, to the date of offer of reinstatement, less his net earnings during such period. Having found that Respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed by Section 7 of the Act, it will be recommended that Respondent cease and desist from such conduct.

Loss of pay shall be computed on the basis of each separate calendar quarter or portion thereof during the back-pay period. 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 Dudley normally would have earned for each quarter or portion thereof his net earnings, if any, in other employment during that quarter. Earnings in one particular quarter shall have no effect upon the back-pay liability for any other quarter. It will also be

⁴ *Geigy Company, Inc.*, 99 NLRB 822.

recommended that the Respondent be ordered to make available to the Board upon request payroll and other records to facilitate the checking of the amount of back pay due.

Upon the basis of the foregoing findings of fact and upon the entire record of the case, I make the following:

CONCLUSIONS OF LAW

1. American Federation of Grain Millers, A. F. of L., is a labor organization within the meaning of Section 2 (5) of the Act.

2. By discriminating in respect to the hire and tenure of employment of William L. Dudley, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (3) of the Act.

3. By such discrimination and by interrogating, threatening, and warning employees in connection with activity in behalf of the labor organization, the Respondent has interfered with, restrained, and coerced employees in the exercise of rights guaranteed by Section 7 of the Act and has thereby violated Section 8 (a) (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 omitted from publication in this volume.]

FRANK P. SLATER, AN INDIVIDUAL, D/B/A ACME EQUIPMENT COMPANY
and MILLWRIGHTS UNION LOCAL 102, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, AFL

INTERNATIONAL ASSOCIATION OF MACHINISTS, LOCAL LODGE 68 *and*
MILLWRIGHTS UNION LOCAL 102, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, AFL. *Cases Nos. 20-CA-628 and 20-CB-215. January 13, 1953*

Decision and Order

On June 19, 1952, Trial Examiner Herman Marx issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents had engaged in and were 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 thereto. Thereafter, the Respondents filed exceptions to the Intermediate Report and supporting briefs.

The Board¹ has reviewed the rulings made by the Trial Examiner 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

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 proceeding to a three-member panel [Chairman Herzog and Members Styles and Peterson].