

Appendix

NOTICE TO ALL EMPLOYEES

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

WE WILL NOT discourage membership by our employees in any labor organization, by discriminating in regard to hire or tenure of employment or any term or condition of employment.

WE WILL NOT interrogate employees concerning their union membership and activities.

WE WILL NOT threaten to discharge employees because of their union membership and activities or hold out job advantages should they refrain from such membership and activities.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, 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 Bert DeLarme immediate and full reinstatement to his former or substantially equivalent position without prejudice to any seniority or other rights and privileges enjoyed and make him whole for any loss of pay suffered as a result of the discrimination against him.

BEAVER MEADOW CREAMERY, 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.

SPALDING AVERY LUMBER COMPANY, BURKE LUMBER & COAL COMPANY, EDWARDS & BROWNE COAL COMPANY, FULLERTON LUMBER CO., E. S. GAYNOR LUMBER COMPANY, SKIDMORE SAWMILLS, FORD LUMBER & COAL CO., AND OMAHA HARDWOOD LUMBER CO. *and* GENERAL DRIVERS, WAREHOUSEMEN & HELPERS LOCAL UNION No. 383, A. F. OF L. *Case No. 18-CA-429. April 3, 1953*

Decision and Order

STATEMENT OF THE CASE

Upon a charge filed on August 8, 1952, by General Drivers, Warehousemen and Helpers Local Union No. 383, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., herein called the Union, the General

Counsel of the National Labor Relations Board, herein called respectively the General Counsel and the Board, by the Regional Director for the Eighteenth Region (Minneapolis, Minnesota), issued a complaint dated November 5, 1952, against Spalding Avery Lumber Company, herein called Respondent Spalding, Burke Lumber & Coal Company, herein called Respondent Burke, Edwards & Browne Coal Company, herein called Respondent Edwards, Fullerton Lumber Co., herein called Respondent Fullerton, E. S. Gaynor Lumber Company, herein called Respondent Gaynor, Skidmore Sawmills, herein called Respondent Skidmore, Ford Lumber & Coal Co., herein called Respondent Ford, and Omaha Hardwood Lumber Co., herein called Respondent Omaha, all collectively called herein the Respondents, alleging that the Respondents had engaged in and were engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, as amended, 61 Stat. 136, herein called the Act. Copies of the complaint and charge were duly served upon the Respondents and the Union.

With respect to the unfair labor practices, the complaint alleged in substance that on or about July 22, 1952, the Respondents laid off and locked out all of their employees, and failed and refused to reinstate and reemploy said employees until on or about August 7, 1952, because the Union had threatened to call and had called a strike against Schoeneman Lumber Co., herein called Schoeneman, and Walensky Lumber Co., herein called Walensky, who, together with the Respondents, were members of Sioux City Coal Merchants Association, herein called the Association, thereby discriminating against said employees, and interfering with, restraining, and coercing said employees in the exercise of rights guaranteed by the Act. On or about November 6, 1952, the Respondents filed their answer to the complaint, in which they admitted the jurisdictional allegations of the complaint, and that they had locked out their employees as alleged, but denied that they had committed the alleged unfair labor practices.

Thereafter, desiring to avoid the need for a hearing, all parties entered into a stipulation, which set forth an agreed statement of facts. The stipulation further provided that: (1) The complaint and answer be amended in certain respects; (2) the facts set forth in the stipulation be received in evidence with the same force and effect as if evidence with respect thereto had been given under oath before a Trial Examiner or the Board; (3) the parties waive their right to a hearing before a Trial Examiner, the Board, or any Member thereof, to the preparation and filing of an Intermediate Report and Recommended Order, and to the making and issuance by the Board of proposed findings of fact and conclusions of law; (4) the stipulation and all ap-

pendices thereto, the charge, complaint, and notice of hearing, the affidavit of service of the foregoing documents, and the Respondents' answer, shall constitute the entire record in this proceeding, and shall be filed with the Board, which may issue an order transferring the case to the Board; (5) the parties reserve the right to file briefs with, and to request to argue orally before, the Board, subject to the provisions of Section 102.46 of the Board's Rules and Regulations; and (6) the Board may thereafter issue its Decision and Order based upon the stipulation and the record described therein.

On February 9, 1953, the Board issued an Order, approving the stipulation and making it a part of the record herein, and transferring this proceeding to and continuing it before the Board. The Order also provided that the parties might file briefs with, and request permission to argue orally before, the Board. Thereafter, the Respondents filed a brief with the Board.

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 Murdock, Styles, and Peterson].

Upon the basis of the aforesaid stipulation, the Respondents' brief, and the entire record in this case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENTS

The Respondents, all of which are members of the Association, are each engaged at Sioux City, Iowa, and Respondent Burke is also engaged at South Sioux City, Nebraska, in the purchase and retail sale of coal, lumber, liquid fuels, and related products. Respondent Fullerton is a Minnesota corporation; all the other Respondents are Iowa corporations.

During the 12-month period ending September 1, 1952, the Respondents collectively made purchases valued in excess of \$1,000,000, of which more than 90 percent represented purchases and shipments to their respective places of business in Sioux City, Iowa, from points outside the State of Iowa. During this same period, Respondents collectively made sales valued in excess of \$1,000,000, of which more than 15 percent represented sales and shipments from their respective places of business in Sioux City, Iowa, to points outside the State of Iowa.

During the same 12-month period, each Respondent, with the exception of Respondent Ford, individually made purchases valued in excess of \$150,000, of which in excess of \$140,000 represented purchases and shipments to their respective places of business in Sioux City, Iowa, from points outside the State of Iowa, and each Re-

spondent, with the exception of Respondent Ford, individually made sales valued in excess of \$200,000, of which in excess of \$25,000 represented sales and shipments from their respective places of business in Sioux City, Iowa, to points outside the State of Iowa. During this same period, Respondent Ford made purchases valued in excess of \$125,000, of which in excess of \$118,000 represented purchases and shipments to its place of business in Sioux City, Iowa, from points outside the State of Iowa, and sales valued in excess of \$150,000, of which in excess of \$6,000 represented sales and shipments from its place of business in Sioux City, Iowa, to points outside the State of Iowa.

The Respondents admit, and we find, that they are engaged in commerce within the meaning of the Act.¹

II. THE LABOR ORGANIZATION INVOLVED

The Union is a labor organization which admits to membership employees of the Respondents.

III. THE UNFAIR LABOR PRACTICES

A. *The sequence of events*

Since about 1947 the members of the Association, including the Respondents, acting through the Association, and the Union have negotiated and executed various collective-bargaining agreements, encompassing in a single unit all regular hourly paid employees of members of the Association, excluding clerical employees and supervisors. The most recent contract, prior to the events which gave rise to this proceeding, was executed on November 5, 1951, for a period until March 31, 1952, and from year to year thereafter, in the absence of 60 days' notice to modify or terminate.²

On January 28, 1952, the Union requested, and on January 29, 1952, the representative of the Association agreed to, negotiations for changes in the then current contract. The negotiations, which were conducted by a committee representing the Association and a committee representing the Union, began in February 1952 and continued until about July 15, 1952. As of the latter date, the parties had reached an impasse, the basic issue in dispute being wages.

¹ *The Plumbing Contractors Association of Baltimore, Maryland, Inc., et al.*, 93 NLRB 1081, 1083, and cases cited therein.

² This contract was executed by all of the Respondents herein, except Respondent Skidmore, and was also executed by Schoeneman, Walensky, and certain other companies which were not made Respondents herein. Although Respondent Skidmore executed neither this contract, nor the earlier contracts appended to the stipulation, the parties stipulated that all Respondents were members of the Association, and that the Union represented the employees of all members of the Association.

On July 17, 1952, the Union notified the Association that because it was unable to reach an agreement with the Association, it desired to bargain separately with each individual member of the Association. On the same day, the Union requested each member of the Association to bargain individually, for the same reason. The Union also advised each member of the Association that no strike action had been taken against it, and that in the event such action became necessary, the Union would give at least 48 hours notice thereof. On July 18, 1952, the Association advised the Union that, although the association members believed that association bargaining should be continued if possible, they were willing to bargain individually if that was the Union's desire; the representative of the Association was authorized by each of the members to arrange for bargaining conferences. On the following day, July 19, the Union notified Schoeneman and Walensky that if no agreement was reached with them before 7 a. m. on Wednesday, July 23, 1952, a strike would be called against each of them at that time. At the same time, the Union sent copies of such strike notices to the Association, and also advised the association representative that it was willing to meet with him for the purpose of negotiations. On July 21, 1952, the Association acknowledged receipt of the strike notices and informed the Union that, although the association members had assumed that the Union desired negotiating conferences with Schoeneman and Walensky, the Union had apparently concluded that such conferences would be ineffective, in view of the association-wide bargaining history. The Association also informed the Union that in the event of a strike against one or more members of the Association, all members "will treat such action as a strike against each of them and will act accordingly."

On July 22, 1952, the Union reiterated its willingness and desire to meet with the individual members of the Association, and particularly Schoeneman and Walensky. Later that day, the Association advised the Union that if any of the members of the Association were struck, all members of the Association would shut down operations. At their respective quitting times on that date, all of the Respondents notified all of their employees represented by the Union that they were being laid off because the Union had called a strike against Schoeneman and Walensky, and all such employees were given their checks. The following morning, the employees of all of the Respondents reported for work at their usual time but were told by all of the Respondents, except Respondent Ford, that they would not be permitted to work until the strike at Schoeneman and Walensky was over. The employees of Respondent Ford were permitted to work that morning but were laid off at noon of that day, and were given their checks;

at that time they were told that they would not be recalled until the strike at Schoeneman and Walensky was over.

Negotiations between the Association and the Union were resumed on July 28, 1952, and the strike and lockout were settled by the execution, on August 7, 1952, of a contract encompassing an association-wide unit.³ On that day, all laid-off employees were offered reemployment as of August 8, 1952.

B. *Contentions and conclusions*

The Respondents contend that they locked out their employees solely for economic reasons, and that such lockout was purely defensive in nature. Assuming *arguendo* the validity of these contentions, we nevertheless find, contrary to the Respondents' further contentions, and for the reasons set forth in the *Davis* and *Morand* cases,⁴ that by such a lockout the Respondents restrained and coerced their employees in the exercise of rights guaranteed by Section 7 of the Act, and discriminated to discourage membership in the Union, thereby violating Section 8 (a) (1) and (3) of the Act. We further find that the Order provided for will effectuate the policies of the Act.

The record in this case, however, does not support the Respondent's contentions that the lockout was purely defensive, and was motivated solely by economic considerations. As set forth hereinbefore, bargaining between the Union and the Association had reached an impasse; thereafter, the Union requested, and the Association and its members agreed, to abandon multiemployer bargaining and to substitute single-employer bargaining. To implement its bargaining position with respect to Schoeneman and Walensky, the Union then threatened to call a strike against them if agreements were not reached with them by a certain date. Although the Union reiterated its willingness and desire to negotiate with the association members individually, including particularly Schoeneman and Walensky, the Respondents elected to react to the threatened strike as if they were immediately involved. Nevertheless, the association members did not attempt to rescind their agreement to engage in individual employer bargaining.⁵

It is clear, on these facts, that the Respondents had no collective economic interests to protect when they resorted to a lockout. Having

³ With the exception of one company not involved in this proceeding, this contract was executed by the same employers as executed the contract referred to in footnote 2, *supra*.

⁴ *Davis Furniture Co., et al.*, 100 NLRB 1018; *Morand Brothers Beverage Co., et al.*, 99 NLRB 1448.

Member Peterson did not participate in the *Davis* and *Morand* cases. He considers it unnecessary to assume *arguendo* that the lockout was solely for economic reasons and purely defensive in nature but nevertheless violative of the Act for the reasons set forth in the *Davis* and *Morand* cases.

⁵ We do not pass on the question of whether such an attempt would have been material to the issues in this case.

agreed not to insist upon multiemployer bargaining, the Respondents no longer had any basis for attempting to protect the previously existing multiemployer bargaining pattern from *further* efforts by the Union to bargain with individual members of the Association and to secure favorable contracts from them. Moreover, in agreeing to give up the prior multiemployer bargaining arrangements, the Respondents must necessarily have envisaged the possibility of variations in the results of individual bargaining. Consequently, they had no valid basis for attempting thereafter to protect, by economic action, the uniformity of results which had prevailed during the period of multiemployer bargaining. Nor is there any evidence in the record to support a contention that the Respondents had any individual economic interests to be protected by such action, particularly in view of the Union's assurances, which it had honored with respect to Schoeneman and Walensky, that it would give each of the Respondents 48 hours' notice of any contemplated strike action.⁶ We find, accordingly, that the lockout was neither defensive in nature nor caused by economic considerations.

In view of the agreement to substitute individual employer bargaining for multiemployer bargaining, and in the absence of support in the record for the Respondents' contentions that the lockout was economic and defensive, the only reasonable inference to be drawn from the Respondents' conduct, and we so find, is that they locked out their employees in reprisal for the actions of the Union in threatening to strike, and in striking, Schoeneman and Walensky. Such reprisal directly interfered with, restrained, and coerced all employees represented by the Union in the exercise of rights guaranteed by Section 7 of the Act, in violation of Section 8 (a) (1), and also constituted discrimination in the hire and tenure of employment of the Respondents' employees because of the Union's actions, thereby discouraging membership in the Union in violation of Section 8 (a) (3) of the Act. Whether the Respondents' conduct be viewed as a violation of Section 8 (a) (1) or of Section 8 (a) (3), we find that effectuation of the policies of the Act requires that the Respondents' employees be made whole in the manner set forth hereinafter in the section entitled "The Remedy."

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondents, and each of them, set forth in section III, above, occurring in connection with the operations of the Respondents set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several

⁶ Compare *Betts Cadillac Olds, Inc., et al.*, 96 NLRB 268.

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

V. THE REMEDY

Having found that the Respondents have engaged in and are engaging in certain unfair labor practices, we shall order that they cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

We have found that the Respondents interfered with, restrained, and coerced their employees, and discriminated in regard to the hire and tenure of employment of their employees, by locking them out during the period from July 23 to August 7, 1952, both inclusive. Although each of these employees has been offered reinstatement, he is entitled to reimbursement for any loss of pay suffered as a result of the Respondents' unfair labor practices. We shall therefore order that each of the Respondents make each of its locked-out employees, as listed on Appendix A, whole for any loss of pay suffered as a result of the Respondents' unfair labor practices, by payment to each of them of a sum of money equal to that which he normally would have earned as wages from the date of the lockout to the date of the Respondents' offers of reinstatement, less his net earnings⁷ during the said period. We shall also order each of the Respondents to make available to the Board, upon request, payroll and other records to facilitate the checking of the amount of back pay due.⁸

CONCLUSIONS OF LAW

1. General Drivers, Warehousemen and Helpers Local Union No. 383, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., is a labor organization within the meaning of Section 2 (5) of the Act.

2. By discriminating in regard to the hire and tenure of employment of their employees, thereby discouraging membership in General Drivers, Warehousemen and Helpers Local Union No. 383, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., the Respondents, and each of them, have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (a) (3) of the Act.

3. By interfering with, restraining, and coercing their employees in the exercise of rights guaranteed by Section 7 of the Act, the Re-

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

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

spondents, and each of them, have engaged in and are engaging in unfair labor practices within the meaning of 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.

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 Respondents, Spalding Avery Lumber Company, Burke Lumber & Coal Company, Edwards & Browne Coal Company, Fullerton Lumber Co., E. S. Gaynor Lumber Company, Skidmore Sawmills, Ford Lumber & Coal Co., and Omaha Hardwood Lumber Co., Sioux City, Iowa, and each of them, their officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in General Drivers, Warehousemen and Helpers Local Union No. 383, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., or in any other labor organization of its employees, by locking them out or otherwise discriminating in regard to their hire and tenure of employment or any term or condition of employment.

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist General Drivers, Warehousemen and Helpers Local Union No. 383, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any or all of 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) Make whole each of its employees in the manner set forth in the section hereinabove entitled "The Remedy."

(b) Post at its places of business in Sioux City, Iowa, and, in the case of Respondent Burke, also at its place of business in South Sioux City, Nebraska, copies of the notice attached hereto, marked "Appen-

dix B.”⁹ Copies of said notice, to be furnished each Respondent by the Regional Director for the Eighteenth Region (Minneapolis, Minnesota), shall, after being duly signed by an appropriate representative of each Respondent, be posted by said Respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days thereafter, in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by each Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Upon request, make available to the National Labor Relations 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 to analyze the amounts of back pay due under the terms of this Order.

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

⁹ Each of the Respondents shall insert therein following the sentence “We will make whole the following named employees for any loss of pay suffered as a result of our unfair labor practices,” the names of its employees, as set forth in Appendix A.

In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted in the notice for the words “A Decision and Order” the words “A Decree of the United States Court of Appeals, Enforcing an Order.”

Appendix A

LOCKED-OUT EMPLOYEES

Spalding Avery Lumber Co.

Harry Bartelt
Jack Swolley
Alfred Bradley
Elmer Wulf
Frank Drain
Leo Schmidt
John Clark
Bill Trotter

Earnest Saltzman

Jack Smith
James Smith
Harold Moes

Edwards & Brown Coal Co.

Don Wilmot
Floyd Poe
Frank Girdler
Wm. Holbrook

Burge Lumber & Coal Co.

Leonard Christie
James McCall
Vic Spaulding
Orval Jorgenson
Elwood Oakley
Wm. LeClair
Harold King

Fullerton Lumber Co.

Wm. McPeek
Donald McPeek
Clair Blair
Matt Schafer
Melvin Johnson
Earnest Wold
Paul Kroll

E. S. Gaynor Lumber Co.

Wm. Miller
 John Appleton
 John Graham
 Glenn Graham
 Pat J. Keane
 Harry Winters
 Otto Brown
 James Haynes

Skidmore Sawmills

Patrick Cole
 Henry Wolf
 George Sanford
 Ed Irons
 Arlo Van Buskirk

Gerald Bliven
 Chas. Giles
 Minor Riibe
 Henry Kirk
 Franklyn Williams
 Marcus Knapp

Ford Lumber & Coal Co.

Walter Jenkins
 Quentin Hogan
 Cecil Boggs
 Louis Schenzel

Omaha Hardwood Lumber Co.

James Rexroat
 Wm. Freese

Appendix B

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 discourage membership in GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION No. 383, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. OF L., or in any other labor organization, by locking out our employees or otherwise discriminating in regard to their hire and tenure of employment or any term or condition of employment.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION No. 383, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN AND HELPERS OF AMERICA, 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 purposes of collective bargaining or other mutual aid or protection, or to refrain from any or all of 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 by Section 8 (a) (3) of the Act.

WE WILL make whole the following named employees for any loss of pay suffered as a result of our unfair labor practices:

All our employees are free to become or remain or to refrain from becoming or remaining 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 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.

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.

MODEL MILL COMPANY, INC. and INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS, CIO, PETITIONER

MODEL MILL COMPANY, INC. and INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, SOFT DRINK & DISTILLERY WORKERS OF AMERICA, CIO. *Cases Nos. 32-RC-424 and 32-CA-277. April 3, 1953*

Decision and Order

On January 27, 1953, Trial Examiner Sydney S. Asher, Jr., 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. The Trial Examiner further found that the Respondent had not engaged in certain other unfair labor practices alleged in the complaint and recommended dismissal of those allegations. 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 Inter-

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 [Chairman Herzog and Members Styles and Peterson].