

PROTEIN BLENDERS, INC. *and* TEAMSTERS AND HELPERS UNION LOCAL NO. 238, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L. Case No. 18-CA-416. June 30, 1953

DECISION AND ORDER

STATEMENT OF THE CASE

Upon an amended charge duly filed by Teamsters and Helpers Union Local No. 238, 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 Acting Regional Director for the Eighteenth Region (Minneapolis, Minnesota), issued his complaint on October 6, 1952, against Protein Blenders, Inc., of Iowa City, 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 Section 2 (6) and (7) of the National Labor Relations Act, as amended, 61 Stat. 136, herein called the Act. Copies of the complaint, the charge, and notice of hearing were served upon the Respondent and the Union.

With respect to the unfair labor practices the complaint, as amended at hearing, alleges in substance that on April 4, 1952, the Respondent polled its employees to determine whether they supported the Union and desired the Union as their collective-bargaining representative; that the Respondent questioned its employees as to who were the leaders and instigators of the union activity, and told its employees that joining, supporting, or assisting the Union would be harmful to their economic interests, and that wage rates would not be increased under any consideration if the employees joined, supported, and assisted the Union or selected the Union as their collective-bargaining representative; and that said conduct was violative of Section 7 of the Act, more particularly Section 8 (a) (1) thereof.

The Respondent duly filed its answer admitting the allegations in the complaint as to the Board's jurisdiction and the fact that it did conduct a poll on or about April 4, 1952, among its employees, but contending that the poll was not for the sole purpose of determining whether the employees supported a union and desired the Union as their collective-bargaining representative as stated in the complaint, but for additional purposes of determining labor costs to aid in buying and selling policies, of determining whether a foreman should be rehired, and determining the desired length of a workweek. It denied all allegations of unfair labor practices.

Pursuant to notice, a hearing was held at Iowa City, Iowa, on November 18, 1952, before Louis Plost, the Trial Examiner duly designated by the Chief Trial Examiner. The General Counsel, the Respondent, and the Union were represented by

counsel. All parties participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence bearing upon the issues, to argue orally on the record, and to file briefs, proposed findings of fact, and conclusions of law with the Trial Examiner. The Board 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.

On January 22, 1953, the Trial Examiner issued his Intermediate Report, copies of which were duly served upon the parties, in which he found that the Respondent had not engaged in any unfair labor practices, as alleged in the complaint, and recommended that the complaint be dismissed in its entirety. Thereafter, the General Counsel filed exceptions to the Intermediate Report, and a supporting brief. The Respondent filed a brief supporting the Trial Examiner's findings and recommendation.

The Board has considered the Intermediate Report, the exceptions, the briefs, and the entire record in the case. Because of the extent of our disagreement with the findings, conclusions, and recommended order of the Trial Examiner, we make our own findings, conclusions, and order, as follows:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Protein Blenders, Inc., an Iowa corporation with its principal plant in Iowa City, Iowa, is engaged in the manufacture and sale of livestock and poultry feeds. During the calendar year 1951, the Respondent purchased grain byproducts and meal amounting in value to more than \$1,000,000, of which more than 25 percent was shipped to its Iowa City plant from points outside the State of Iowa. During the same period the Respondent sold more than \$1,000,000 worth of feeds, of which more than \$200,000 worth was shipped to points outside Iowa.

II. THE ORGANIZATION INVOLVED

Teamsters and Helpers Union Local No. 238, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

The Events

Interest in union organization began at the Respondent's plant in the summer of 1950. Sometime in January 1951 a union representative called upon the Respondent's president, stated that he represented the employees, and suggested that the Respondent sign a contract. Shortly after this conversation,

the Respondent--which had previously sought the majority opinion of its employees concerning conditions of employment such as hours of work, uniforms, and hospitalization--conducted a poll to determine the union sentiment of its employees. A majority of the employees voted against union organization. Thereafter on January 24, 1951, the Respondent wrote its employees at their homes, stating the Respondent's satisfaction with the results of the poll and expressing its appreciation for the "vote of confidence" shown by the employees.

Another attempt to organize the Respondent's employees began about April 1952. The present complaint is concerned with the Respondent's conduct during this campaign.

On April 1, 1952, the Respondent discharged Night Foreman Robert Aubrecht. About the time Aubrecht was discharged, Mill Superintendent Frank Donahue had a conversation with employee Donald Shull near a pellet machine. According to Donahue, whose testimony the Trial Examiner credited as does the Board, he called Shull to show him a special mix which was to go in the feed being prepared and asked Shull what was wrong with the men that morning. Donahue's testimony concerning the conversation is as follows:

And so your testimony is you said to him, "What has happened to the men this morning," is that it?

What was wrong with the men this morning, something to that effect.

And what did he say to you?

He thought there was talk of a union.

And then did you not say to him, "Did you bring the union in here?"

No, sir.

Did you not then say to him, "Who brought the union in here?"

No, sir. All I said was, "I wonder who is behind that."

When you said, "I wonder who is behind that?" What were you referring to?

The union.

And what did he say then?

He thought Aubrecht was.

And then what did you say?

I didn't say anything.

Do you remember saying to him "That is a hell of a note."

No, sir.

Are you sure you didn't say it?

If I remember correctly I walked out of the door and that was the end of it.

On April 3, 1952, the Union wrote a letter to the Respondent. The letter declared that the Union represented "a very substantial majority" of the Respondent's employees and requested recognition by the Respondent. It also stated that the Union had petitioned the Board for a certification election. The Respond-

ent, which usually receives its mail in the morning, received the Union's letter on April 4, 1952.

On the afternoon of April 4 at about 4:30 p.m., the Respondent assembled its employees in a room in the plant and polled them on three issues: union organization, the reemployment of Aubrecht, and the length of the workweek. The parties stipulated that the poll was conducted in the following manner: (1) Before the ballots were distributed all supervisors and company officials left the room. The Respondent's attorney remained and was the only person in the room not voting. (2) The poll was held in the same room that was later selected for the conduct of the official Board election. The room contains two doors, both of which remained unbarred and unlocked. (3) The ballot--a separate one for each question--was a small, white piece of paper containing the words "Yes" and "No" on a horizontal line with a blank space between the words. (4) Ballots were distributed by two employees selected at random. (5) Ballots were removed from the ballot box and counted by employees selected at random. (6) Each employee marked his ballot in complete privacy. During the distribution and marking of ballots the Respondent's attorney kept his back turned so as not to see the voter approaching the ballot-marking table or the ballot box.

Before and during the balloting the Respondent's attorney spoke to the assembled employees. His remarks were recorded and a copy of them was received in evidence by stipulation. The copy reads in part as follows:

If you want a union--and you employees who were here last year know that this is our point of view--if you want a union, you can have one. If you want a union, you can have one, and Protein Blenders will not punish any man in here for joining it and, on the other hand, Protein Blenders won't give any man a dime for not joining the union.

If you want a union, you can have one.

Jake says that he never told any man here which church he should belong to, or never told any man here how he was supposed to vote (Unless he did it in a joke), and he won't tell any man whether he's supposed to join the union or not.

That's entirely your business and no one man will be punished for joining and if anyone says that he's canned for joining or will be fired for joining, it's nonsense.

No man will ever be discharged from this organization for having joined the union.

* * * * *

. . . If the union comes in here you will not get one damn dime in additional pay because the union came in, because before the union can get the increase Jake and the rest have got to agree to it, and Jake won't give another dime because we simply can't afford it.

On the other hand, the minute this organization can afford to give a wage increase, it will give the wage increase. If the union comes in and Jake feels that you've got that money coming, he'll pay it even though the union does come in; and, if the union comes in and he can't afford it, he won't pay it. The union will simply do you no good as far as a wage increase is concerned, and that's final and complete for the simple reason that the profits won't permit it.

* * * * *

What Protein Blenders sell here is the product of labor. Our labor costs are very important to us. If the union is going to come in here and incite the men to strike, or if you come here and find strange pickets and you're afraid to come to work, or if other difficulties arise--and we hope they won't and we are going to try to stop them, and if the union comes in and we'll try to deal with them reasonably, we don't want a strike, but if those things were to occur our costs will go up and we can't estimate our costs. So, we want to do something today, with your permission and cooperation. We want to find out how you employees feel about management.

Now, the door has always been open. It's always been open here . . . and here's an opportunity for you to express yourself with an open door because we're going to ask you to vote on certain subjects, and we'll just leave it up to you.

* * * * *

Now, we come to the final question and that's a question that is important to all of us. That's the question as to whether you want representation by a union.

Now the reason that we're having this ballot cast right now is that we want to know if the alarm was as false this year as it was last year; we also want to know whether we can go out and compute our costs or whether we can't compute our costs. This business is competitive. One of the biggest costs is the cost of labor, and we've got to know what it is.

If you employees feel that you have gotten a fair shake out of Jake; if you think conditions have improved here; if you think that you should give him additional opportunity to keep running this place, then we'd like to have you vote 'yes'. On the other hand, if you think that the grievances here are so great and that the employees have been so unfairly dealt with that you want to bring in strangers to run the place and turn the leadership away from Jake, then vote in the union.

Now we would like to know how things stand. We have not offered you a dime to vote against the union--and we won't.

We don't threaten you; we're going to be fair; but we want you to think and to use your judgment, and we'd like to have you cast your ballots.

* * * * *

Okay. Now I am going to take these ballots again and we'll put them over in another spot and we'll pass out these ballots and then the electioneering is done here--and we hope the results are what management wants. If the results aren't what management wants, we'll do our best to get along.

Okay, same fellers, if you will, here . . . I'll give you more than that to hand out . . . Be sure not to look how the next guy is voting--observe all the privacy in the world.

Now, if you are for management, you vote 'yes'. If you want management to have the union come in and you want new leadership, then you vote 'no'. A vote of 'yes' is that you are going to string along with management . . . that you're going to string along with management. A vote of 'yes' if you're stringing along with Jake and the rest of management.

* * * * *

. . . Don't watch the way a man votes. It's his own business. I know that you won't, but I mean, don't even make him feel ill at ease about it. Draw a circle around 'yes' if you are for management and, if you want to vote against management, around 'no'.

The copy of the remarks made at the poll shows that after the results of the balloting had been announced, indicating that a majority of the employees had voted against union organization, the Respondent's president briefly thanked the employees for their loyalty.

On the same day the poll was conducted the Respondent replied to the Union's letter of April 3. The Respondent informed the Union that the employees had voted overwhelmingly for no union and the Respondent therefore thought that the Union did not represent the employees and that no conference was necessary.

On April 9, 1952, the Respondent mailed to its employees a letter similar to the one it had sent them in 1951. The Respondent therein thanked the employees for their "vote of confidence," recited some of the benefits which the employees enjoyed, and explained that the 1951 and April 5, 1952, polls were not "Official Government Elections" but there might be such an election in the future. The letter, which assured employees that the Respondent would not discriminate against an employee for joining the Union nor give him a bonus for not joining, reads in part as follows:

If the union comes in, you will not get one dime increase in wages. We can't afford to give you an increase in wages, therefore, you will not get one. On the other hand, if the union did come in and we were to discover that your production was good enough so that you had a wage increase coming, we would give it to you just the same as though there were no union. The union will not make any change in our pay policies, as our spokesman announced. Our policy here has been to pay as much as we can possibly afford to pay and still keep our business sound enough to meet emergencies and meet the payroll when business slacks off. Last year our profit was down 30%--but we increased your pay!

* * * * *

We are rather confident that the union will not bother us here for some time and probably won't even insist on an official election. They quit last year you know. If the union does ask for an election and the Government decides that it wants one held here, we trust that all of you will stick with us and not turn over the leadership of this organization to strangers.

I won't ever deny your right to join a union. If the union comes in, I will treat union and non-union men alike. I will do my best to be fair, (but I will certainly be disappointed if you decide against me).

The Respondent's president, its secretary and treasurer, and its attorney presented a panel discussion to the employees on April 30, 1952. The attorney announced that a personnel plan was going to be distributed and stated: "Now I would like to emphasize in that connection that the plan was made before the union came in. The plan was gone through, and if the union does come in, we will still have showers, and if the union doesn't come in, we will still have showers. . . ." He also explained that the plan "won't contain any new benefits, the reason we are not giving you any new benefits is that we don't want anyone to feel that we are trying to buy you off." About May 1 the plan was distributed by mail to the employees. It was entitled "This Is the Protein Blenders Personnel Plan." Before setting forth working conditions at the plant it stated:

As a result of the survey that we recently conducted (at considerable expense and with excellent employee co-operation) this Personnel Plan has been drafted and is now being posted and distributed in order to fully inform all of our employees as to their rights and privileges here at Protein Blenders.

The benefits listed below have been established at Protein Blenders for a long period of time and they shall continue to be offered so long as we receive reasonable

co-operation from you, our employee. Additional benefits will be granted as they have been in the past as our business develops and as we become capable of paying for those new things that will make our plant a better place for you to work.

Pursuant to the representation petition which the Union had filed (Case No. 18-RC-1482) the Respondent and the Union executed a consent-election agreement on May 1, 1952. Between May 1 and May 12, the date of the election, the Respondent sent its employees two letters, explaining the mechanics of the election, expressing arguments against the Union, and emphasizing the benefits which employees enjoyed at its plant. Each letter referred to the fact that wages were frozen. On this subject one letter, dated May 9, stated:

Remember: wages are frozen.

We cannot now give an increase in wages, we cannot afford it, and we shall not, union or no union. We have given virtually all the law will allow in increased pay to date, under the Wage Stabilization Rules, so if the union were to win we would not give an increase--not a single dime (on the other hand, union or no union, we shall give increases as soon as we can afford them for we have always done so in the past and we'll continue).

On the day of the election the Respondent's attorney addressed the employees. He explained the eligibility list and the manner in which the election would be conducted and emphasized that the voting would be secret and that no one would be discharged if the Union did or did not come in. He also discussed provisions of bargaining contracts at certain other companies where employees were organized. At the close of the attorney's speech, the Respondent's secretary and treasurer expressed the hope that management would not lose and that "everything works out all right so our relations are really friendly and all like they are now." The attorney then concluded his speech with the assurance: "If the Union were to come in we'd try to stay friendly, but we think the best way to keep things pleasant around here is to keep the Union out. No man is going to be threatened or hurt if the Union comes in. We would like, however, to have them . . . you know . . . about a thousand miles from here."

On May 22, the Respondent informed its employees by letter that it had received an official certificate from the Board stating that the Union did not represent the employees. The Respondent thanked the employees for the "splendid showing of loyalty."

Conclusions

The General Counsel asserts that the Respondent has violated Section 8 (a) (1) of the Act by interrogating employee Shull, by threatening in its letters and speeches to retaliate economically

against its employees if they supported the Union, and by polling its employees as to their union sentiment. The Respondent argues that although it vigorously opposed the Union, its speech remained within the permitted bounds of intellectual discussion. It urges that the poll was not violative of the Act, that it was conducted in accordance with the Respondent's custom of ascertaining its employees' opinion on various matters and for the purpose of determining labor costs, and that the employees were assured that neither harm nor benefit would result from their vote.

The Board has considered the circumstances of Superintendent Donahue's conversation with employee Shull and believes that Donahue's remarks did not constitute unlawful interrogation. The Board is likewise of the opinion that the comments made by the Respondent in its campaign against the organization of its employees are privileged under Section 8 (c) of the Act. The Respondent's letters and speeches contain no actual threats or promises of benefit, and we do not think that the remarks concerning wages and employee benefits, considered in context, constitute implied threats of economic reprisal as urged by the General Counsel.¹

The Board is of the opinion, however, that by polling its employees on April 4, 1952, as to whether or not they wanted the Union, the Respondent violated the Act. The Board has often found that employer-conducted polls on union questions constitute unfair labor practices or interference with an election. Upon reconsidering the question of employer polls in the light of the facts of this case and the arguments presented by the Respondent, the Board concludes that in most situations such polls--apart from any other unfair labor practices--are violative of Section 8 (a) (1) of the Act.

The Board's position has consistently been that Section 8 (a) (1) of the Act is violated when an employer questions his employees concerning any aspect of union activities. In explicating its reasons for holding that interrogation of individual employees is unlawful, the Board in the recent case of Syracuse Color Press, Inc., 103 NLRB 377, reaffirmed the view it expressed in the earlier case of Standard-Coosa-Thatcher Company, 85 NLRB 1358, that "inherent in the very nature of the rights protected by Section 7 is the concomitant right of privacy in their enjoyment--'full freedom' from employer intermeddling, intrusion, or even knowledge." The Board further emphasized its conclusion that any attempt on the part of an employer to elicit information from employees concerning union activity, regardless of the employer's purpose in seeking such information, is reasonably calculated to arouse the fear that some form of reprisal will follow once the information is obtained.

¹Member Houston dissents in part from this finding. He would find in the Respondent's statement in the personnel plan that benefits "shall continue to be offered so long as we receive reasonable co-operation from you, our employees" a veiled threat to withdraw benefits if the employees organize, in violation of Section 8 (a) (1)

An oral poll of employees is mass interrogation with the attendant threat of economic detriment to individuals opposing the employer's views concerning concerted activity. A poll by written ballot when conducted by a party interested in obtaining a particular result is susceptible to abuse in presenting the issue to be voted upon in a biased or confusing manner, in impairing the secrecy of the ballot, and in tampering with the results of the voting. Even where secrecy of the ballot is in fact preserved and the results of the election are accurately tabulated--as the Respondent contends is the situation in this case--an employer poll may constitute an invasion of the rights guaranteed by Section 7 of the Act. Although the identity of individual union adherents may not be revealed by such a poll and employees may be so assured by the employer, they can never be certain that their vote is secret nor do they have the guarantee of anonymity which is afforded by an election conducted by the Board. The fear of retaliation against the employees as a group, should they oppose the desires of the employer, is also present. Thus even a poll by secret ballot when conducted under the auspices of a partisan employer involves elements of coercion. Declarations that no detriment will result to employees whatever their vote, as made by this Respondent, are ineffective to dispel employees' fears in these circumstances, particularly when the employer at the same time, as here, makes known his strong desire that employees vote against the union and establishes opposition to the union as the test of loyalty to the employer.

In addition to the coercive effect they have upon the individual voters, employer polls are an effective means of undermining a union and interfering with self-organization of employees. By use of such polls an employer may force a union to a show of strength under conditions within the control of the employer, and at a stage of organization when employees have not had a full opportunity to persuade their fellow employees to their views concerning union activity. Such a premature test tends to frustrate self-organization. Voting results unfavorable to union organization may cause postponement of a request to bargain, or the filing of a representation petition, as the Respondent recognized in its letter of April 9, or may provide the employer with an apparent basis for refusing to recognize a union when the union in fact represents a majority of the employees. A union's failure to secure a majority vote in such a poll tends to cause union adherents to abandon their support of the union and to discourage undecided employees from joining the union, not as the result of persuasion protected by Section 8 (c) but as the result of conduct reasonably calculated to produce fear.

Where a union has made a claim of majority representation, as in the instant case, an employer by conducting a poll as to whether its employees want to be represented by the union, in effect resolves the question of representation, a function which the Act assigns exclusively to the Board. Determination of a question of representation under conditions controlled by an

employer, or, indeed, by a labor organization, rather than by an impartial agency interested solely in safeguarding the fairness of the election, does not guarantee a free expression of employee desires as to representation, nor does it provide for a proper determination of an appropriate bargaining unit. Employer-conducted elections for the determination of a question concerning representation are an unwarranted private assumption of a function assigned to the Board under the statute.

For the foregoing reasons we find that the Respondent, by conducting a private poll of its employees to determine their union sentiment, violated Section 8 (a) (1) of the Act, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed by Section 7 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 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

Having found that the Respondent has interfered with, restrained, and coerced its employees by polling them as to their union desires, in violation of Section 8 (a) (1) of the Act, we shall order it to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

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

CONCLUSIONS OF LAW

1. Teamsters and Helpers Union Local No. 238, 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 polling its employees as to their union sentiment the Respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, and has violated Section 8 (a) (1) of the Act.

3. 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 the 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, Protein Blenders, Inc., and its officers, agents, successors, and assigns, shall:

1. Cease and desist from conducting polls among its employees to determine their union sentiment or in any other like or related 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 Teamsters and Helpers Union Local No. 238, 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, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid and 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) Post at its plant in Iowa City, Iowa, copies of the notice attached hereto and marked "Appendix."² Copies of such notice, to be furnished by the Regional Director for the Eighteenth Region, shall, after being duly signed by the Respondent's authorized representative, be posted by the Respondent immediately upon receipt thereof, in conspicuous places, including all places where notices to employees are customarily posted, and maintained by it for a period of sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

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

Member Peterson took no part in the consideration of the above Decision and Order.

APPENDIX

NOTICE TO ALL EMPLOYEES OF PROTEIN BLENDERS, INC.

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

WE WILL NOT poll our employees concerning their desires or wishes relative to the Teamsters and Helpers

²In 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."

Union Local No. 238, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., or any other labor organization, or in any like or related 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 the above-named union or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose 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.

All of our employees are free to become, remain, or 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.

PROTEIN BLENDERS, 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.

NASSAU COUNTY TYPOGRAPHICAL UNION, #915 (AFL) AND INTERNATIONAL TYPOGRAPHICAL UNION, AFL *and* THE DAILY REVIEW CORPORATION. Case No. 2-CB-14. June 30, 1953

SUPPLEMENTAL DECISION AND ORDER

On December 21, 1949, the Board issued its Decision and Order in the above-entitled proceeding finding that the evidence did not support the alleged violation by the Respondents of Section 8 (b) (1) (A), 8 (b) (1) (B), 8 (b) (2), and 8 (b) (3) of the Act, and dismissing the complaint.¹ Thereafter, the charging party (hereinafter called the Company) filed a petition in the United States Court of Appeals for the Second Circuit, hereinafter called the Court, attacking the validity of the Board's Decision and Order.

¹87 NLRB 1263.