

UNIVERSAL OIL PRODUCTS COMPANY *and* OIL WORKERS INTERNATIONAL UNION, CIO, and UNIVERSAL OIL PRODUCTS EMPLOYEES ASSOCIATION and RESEARCH AND DEVELOPMENT EMPLOYEES INDEPENDENT UNION. Case No. 13-CA-978. March 26, 1954

DECISION AND ORDER

On September 10, 1953, Trial Examiner Horace A. Ruckel 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 also 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 General Counsel and the Respondent filed exceptions to the Intermediate Report and supporting briefs.¹

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. The Board has considered the Intermediate Report,² the exceptions and briefs, and the entire record in the case, and hereby adopts certain of the findings, conclusions, and recommendations of the Trial Examiner and rejects others. Our additions and modifications are discussed below:

1. The Trial Examiner found that the Respondent dominated and supported Universal Oil Products Employees Association, herein called the Association, in violation of Section 8 (a) (2) of the Act. The Respondent contends that in making his unfair labor practice finding, the Trial Examiner improperly relied on events which preceded by more than 6 months the filing and service of the unfair labor practice charge.³ We find merit in this contention.

The unfair labor practice charge alleging domination of the Association was filed on November 29, 1951, and served on

¹The Respondent has requested oral argument. In our opinion the record, the exceptions, and briefs fully present the issues and the position of the parties. Accordingly, this request is denied.

²We note and correct the following minor inaccuracies in the Intermediate Report which do not affect our findings or conclusions in this case: (1) The Respondent's answer was filed May 6, 1953, and not 1950; (2) the hearing was held on June 23 and July 9 in addition to the other dates set out in the Intermediate Report; (3) in the section of the Intermediate Report headed "The Independent," the Trial Examiner erroneously refers to the Association, rather than the Independent, as short lived and as not active during its life.

³Section 10 (b) of the Act provides that "no complaint shall issue upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made, . . ."

December 3, 1951. The only evidence of domination within 6 months of December 3, 1951, found by the Trial Examiner was, in the language of the Intermediate Report, as follows: "Supervisors who had been members continued their membership, notices and other material pertaining to Association matters continued to be prepared and circulated on company time and property, and Respondent continued to meet with its representatives to discuss wages and other working conditions."

The Trial Examiner has overstated the effect of this evidence. Most of the alleged supervisors who were members of the Association had not paid dues or attended meetings for years; none was an officer of the Association or particularly active therein. Although the Association used the Respondent's facilities to duplicate minutes of its monthly membership meetings and reports of its conferences with management,⁴ the cost of these facilities was insignificant. The working time consumed in distributing these reports was also negligible. Moreover, the Respondent prohibited these practices in November 1951 and they ceased thereafter. The Respondent did hold bargaining conferences with the Association during the 6-month period preceding the filing of the unfair labor practice charge, but these continued only so long as the Association was the only bargaining representative claiming to represent the employees. As soon as it learned of rival union activity, the Respondent discontinued its meetings with the Association and proclaimed its neutrality. We fail to perceive in the fact of these meetings any evidence of domination or of unlawful assistance.

The evidence of assistance rendered by the Respondent to the Association within the 6-month period preceding the filing and service of the unfair labor practice charge is too insubstantial to warrant a finding of violation of Section 8 (a) (2) of the Act.⁵ The Board is precluded by Section 10 (b) of the Act from considering as unlawful any conduct which preceded the statutory 6-month period.⁶ It is obvious, however, that in making his finding of unlawful domination, the Trial Examiner gave controlling weight to the role allegedly played by the Respondent in the establishment of the Association in 1937 and to the Respondent's relationship to that organization before June 3, 1951, the beginning of the 6-month statutory period of limitation. Although such evidence may have been admissible as background, it was improper to give it in-

⁴Draft reports of monthly meetings between the Respondent's Vice-President Raaen and the Association were submitted to Raaen for a check as to accuracy. This practice was initiated by the Association in 1950. Raaen only corrected errors or clarified ambiguities in the report. Meetings with Raaen were discontinued in September 1951.

⁵Wayside Press, Inc. v. N. L. R. B., 206 F. 2d 862 (C. A. 9); N. L. R. B. v. Brown Co., 160 F. 2d 449 (C. A. 1); Tennessee Knitting Mills, Inc., 88 NLRB 1103.

⁶Tennessee Knitting Mills, Inc., supra; Armco Drainage & Metal Products, Inc., 106 NLRB 725; Superior Engraving Co. v. N. L. R. B., 183 F. 2d 783 (C. A. 7), certiorari denied 340 U. S. 930.

dependent and controlling weight in determining the question of domination. Accordingly, we do not adopt the Trial Examiner's finding that Respondent violated Section 8 (a) (2) of the Act.

2. We adopt the Trial Examiner's recommendation for the dismissal of the allegation that the Respondent dominated and interfered with Research and Development Employees Independent Union, herein called the Independent, in violation of Section 8 (a) (2) of the Act. The General Counsel contends that the Independent was a successor to the Association and therefore should be disestablished. Since there is no substantial evidence within the statutory 6-month period that the Association was a dominated organization, there is no basis for finding that the Independent was tainted with illegality simply because it may have been a successor to the Association. There is no substantial independent evidence that the Independent was unlawfully dominated.⁷

3. The General Counsel has excepted to the Trial Examiner's failure to find that the issuance of the Respondent's November 29, 1951, notice to employees proclaiming neutrality was a violation of Section 8 (a) (1) of the Act.⁸ We do not agree with this exception. The notice was issued by the Respondent for the purpose of disassociating itself from all organizing activities then being carried on by rival unions. Its purpose was completely opposite from limiting the legitimate organizing activities on the employees' own time. There is no evidence that the rule was enforced in a discriminatory manner. Although several employees testified that they had either been asked to join, or received authorization slips on behalf of, the Independent during office hours, there is no evidence that the Respondent was aware of these alleged infractions of its rule.

In view of these findings, we shall dismiss the complaint in its entirety.

[The Board dismissed the complaint.]

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

⁷The Trial Examiner incorrectly found that Supervisor Bogen did not deny employee Meisinger's testimony that Bogen had suggested that the time was ripe for forming an organization other than the Association and that there would be no objection to Meisinger's devoting some working time to organizing. The record shows that Bogen did deny the remarks attributed to him.

⁸In this notice the Respondent said:

This notice is to specifically disassociate the management at Riverside from organizing efforts. We neither sponsor, condone, approve, or disapprove of this activity. The question of whether or not union organization, of any type, is possible or desirable is left entirely to the free choice and judgment of the individual employee.

Accordingly, the future use of company facilities or working time for this purpose is forbidden.

Intermediate Report

STATEMENT OF THE CASE

Pursuant to an amended charge filed on March 14, 1952,¹ by Oil Workers International Union, CIO, herein called the Union, the General Counsel for the National Labor Relations Board, by the Regional Director for the Thirteenth Region (Chicago, Illinois), issued his complaint dated March 18, 1953, against Universal Oil Products Company, herein called Respondent, alleging that Respondent had engaged in certain unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (2) and Section 2 (6) and (7) of the National Labor Relations Act, as amended, 61 Stat. 136, herein called the Act. Copies of the charge, complaint, and a notice of hearing were duly served upon Respondent, Universal Oil Products Employees Association, herein called the Association, and Research and Development Employees Independent Union, herein called the Independent.

With respect to the unfair labor practices, the complaint alleged in substance that Respondent, beginning in about May 1937 and continuously thereafter June 3, 1951, a period of time referred to in the complaint as "the period," participated in the instigation, formation, and development of and provided financial and other assistance to the Association, and at various times between June 3, 1951, and the date of the complaint, referred to in the complaint as the "current period" continued to dominate and interfere with the administration of and contribute financial and other assistance to the Association and the Independent, alleged to be a successor to the Association.

On April 24, 1953,² the Regional Director amended the complaint adding certain allegations with respect to the specific ways in which Respondent assisted the Association and Independent. On May 6, 1950, Respondent filed an answer admitting certain allegations of the complaint with respect to the nature of its business but denying that it had engaged in any unfair labor practices. At the hearing the complaint was amended in certain other minor particulars as was Respondent's answer thereto. At the hearing, upon motion, I struck certain allegations of the complaint having to do with certain alleged activities of Respondent prior to June 3, 1951, a date 6 months prior to the filing of the original charge, on the ground that no unfair labor practice could be found prior to this date, at the same time ruling that evidence of events occurring prior to this date would be heard for background evidentiary purposes, as shedding light on certain events within the 6-month period.³

Pursuant to notice a hearing was held at Chicago, Illinois, on June 22, 24, 25, 26, and July 7 and 8, 1953, before me, the undersigned Trial Examiner. The General Counsel, Respondent, the Union, the Association, and the Independent were represented by counsel or other representatives, and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. At the conclusion of the hearing the parties waived oral argument and were given until July 29 to file briefs. Subsequently this time was extended to August 17. Timely briefs were filed by the General Counsel and Respondent.⁴

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 RESPONDENT

Respondent is a Delaware corporation maintaining its principal office in Des Plaines, Illinois, where it is engaged in basic and applied research and process design, engineering,

¹ The original charge was filed on November 29, 1951.

² The amendments to the complaint bear the date of April 24, 1952. This is obviously in error since the date of the original complaint bears the date of March 18, 1953.

³ See Thayer Co., 99 NLRB 1122.

⁴ At the hearing I reserved ruling on certain exhibits offered by the General Counsel (General Counsel's Exhibits Nos. 3 and 4) consisting of a letter from Respondent to the Regional Office and a list of "supervisors" attached thereto. The General Counsel urges that this list constitutes an admission by Respondent that the persons listed are supervisors. Counsel for Respondent contends that supervisory capacity is a matter of law and that the use of this term by Respondent's agent is only a conclusion. I am of the opinion that the

construction supervision, field operations, and catalyst manufacturing. It conducts operations at Des Plaines, Illinois, McCook, Illinois, and Chicago, Illinois, and has two wholly owned subsidiaries, Procon Incorporated at Des Plaines, Illinois, and Universal Oil Products Company of Louisiana, Inc., at Shreveport, Louisiana.

Respondent licenses various of its patented processes for use in over 100 refineries located throughout the United States and foreign countries. Among such licensees are Sun Ray Oil Company, Standard Oil Company of Ohio, and other enterprises engaged in interstate commerce. Since June 1950, Respondent has designed and engineered equipment for the Federal Government and for other companies engaged in interstate commerce which equipment is valued at more than \$70,000,000.

Respondent's answer admits that it is engaged in commerce within the meaning of the Act.

In 1944 all the stock and securities of Respondent were donated by Respondent by the then owners to the Petroleum Research Fund and said stock and securities now constitute the corpus of a trust, the net income of which inures to the benefit of the American Chemical Society. Respondent contends in its answer that since 1944 it has operated exclusively for charitable, scientific, and educational purposes. I do not find merit in this contention. It seems to me clear that the principal beneficiary of Respondent's research is the refining industry, including oil companies over whom the Board has primarily asserted jurisdiction.⁵

II. THE LABOR ORGANIZATIONS INVOLVED

Oil Workers International Union, Universal Oil Products Employees Association, and Research and Development Employees Independent Union are labor organizations admitting employees of Respondent to membership. The first is affiliated with the Congress of Industrial Organizations. The other two are unaffiliated with any national labor organization.

III. THE UNFAIR LABOR PRACTICES

A. Domination of and assistance to a labor organization

1. The 6-month limitation

The original charge herein was served upon Respondent on December 3, 1951, alleging that on or about November 28, 1951, Respondent caused the Association to be formed and since such date dominated and interfered with its administration. The amended charge, pursuant to which the complaint was issued, was served upon Respondent on March 21, 1952. With respect to the Association it dates its alleged domination as beginning in 1937, going on to allege that Respondent since on or about November 28, 1951, formed and assisted the Independent, characterized as a successor to the Association. The General Counsel contends that the 6-month limitation imposed by Section 10 (b) dates back from December 3, 1951, the date of service of the original charge, and that the Board may therefore find unfair labor practices occurring since June 3, 1951. The Respondent, on the other hand, contends that the 6-month statute should date back from March 21, 1952, to September 21, 1951, and that the Board may not find as unfair labor practices any acts which occurred before that date. In view of the Board's now familiar decisions on the point, favorable to the General Counsel's contention here, I granted the General Counsel's motion to strike that portion of Respondent's answer which had the effect of pleading the September 21 date.

2. The formation of the Association

The Association was formed in 1937. From the first, employees of supervisory rank took an active part in its affairs. They were candidates for office, on occasion served on its board of representatives, paid dues, and solicited other members. Although Respondent did not enter into any written contract with the Association, it dealt continuously with its representatives concerning wages and other working conditions, without, so far as the record

exhibits should be rejected, and they are herewith rejected. Any finding hereinafter made as to the supervisory status of any employee is based upon testimony as to the nature of the employee's duties.

⁵As to the contention that Respondent operates exclusively for charitable, scientific and educational purposes, see California Institute of Technology, 102 NLRB 1402.

reveals, ascertaining whether the Association represented a majority of its employees. Minutes of the Association meetings and letters and reports to the membership, including those entitled "Talks with Colonel Raaen,"⁶ were reproduced on Company time with the use of Company paper and stenographic and mechanical facilities, and were distributed among the members, occasionally by supervisors. The "talks," which were generally reports of monthly meetings between representatives of the Association and Raaen, were customarily checked for accuracy by Raaen himself, who occasionally changed the draft submitted to him. Meetings of the Association's board of directors were held on Company property.

The above, in brief summary, is the "background" of the Association as it existed over a period of years prior to June 3, 1951. As time went by, the activities of Respondent's supervisory personnel seem to have become less conspicuous. Various of those who formerly were active in its affairs became less active, some let their dues lapse, and a few withdrew from the organization. In the main, however, they continued their membership. There is evidence in the record that members, whether supervisory or nonsupervisory, were continued on the books as members even though their dues had lapsed.

In general there is little dispute as to the relationship between the Respondent and the Association during the "former period," as defined in the complaint. There is considerable dispute, however, as to the supervisory status of various employees who were members of the Association. Respondent admits that H Grote, C. Watkins, and H Bloch, among those who were active in the Association, were supervisors within the meaning of the Act. As to many others it contends either that they were not supervisors, or were of a low supervisory status such as group leaders. As to Grote, Respondent contends, and I find, that he did not serve on any committee of the Association or himself participate in the Association's collective-bargaining activities, or hold an office on the Association. Watkins, the record shows, did not pay dues subsequent to 1950, though he continued to be a member. Similarly, Bloch never held an office in the Association or a place on its board of directors, and the last meeting he attended was in about 1948. Much evidence was adduced by the General Counsel to show that other persons alleged specifically in the complaint to be supervisors took a more active part in the Association's affairs. The question as to who is and who is not a supervisor within the meaning of the Act always presents a problem where lower supervisory employees are concerned, and I shall not attempt here to discuss the testimony with respect to the precise duties of each and every one of them. Granting for the sake of argument Respondent's contention that many of those whom the General Counsel contends are full-fledged supervisors held no position higher than group leaders, I find nevertheless that they responsibly directed the work of subordinate employees in more than a routine or clerical fashion. Moreover, as the Board said in Harrison Sheet Steel Company,⁷ whether or not employees of this status may be regarded as supervisors within the meaning of the Act, they are in "a strategic position to translate policies and desires of management to employees" and are consequently "identified with management in such a way as to cause the employees to look to them for guidance regarding the [employer's] policies."

3 The advent of the Union, Respondent's purported disassociation from the Association; the rise and disappearance of the Independent

Respondent's brief admits that the Association was treated by Respondent as a labor organization from 1937 until about September 1, 1951. It contends, however, that it dealt with the Association as the representative of its members only. This contention has no support in the record. Various witnesses, active in the Association and its representatives in dealing with management, testified that it dealt with Respondent for the employees as a whole. There is no evidence to the contrary. Any change in wages or working conditions, sought to be brought about by his relationship, were to apply to all employees.

The Union began an organizational drive among employees of Respondent in the fall of 1951. It came shortly to the attention of both Respondent and the officers of the Association, and Respondent on November 29, 1951, posted the following notice:

TO ALL RIVERSIDE EMPLOYEES

It has come to our attention that on November 26, 1951, there was distributed in some of the departments of Riverside Laboratories a circular appealing to UOP employees

⁶ John Raaen is Respondent's vice president and general manager.

⁷ 94 NLRB 81, 82, enforced 194 F. 2d 407 (C. A. 7)

to meet and discuss the feasibility of forming an employees' union. Certain personnel and physical facilities may have been used for this purpose, and, if so, without our knowledge and without our consent.

This notice is to specifically disassociate the management at Riverside from organizing efforts. We neither sponsor, condone, approve, or disapprove of this activity. The question of whether or not union organization, of any type, is possible or desirable is left entirely to the free choice and judgment of the individual employee.

Accordingly, the future use of company facilities or working time for this purpose is forbidden.

James West, president of the Association from the latter part of 1951 to September 1952, and a nonsupervisory employee, testified credibly that during his term of office he never met with members of the Association's board of directors on Company time and property, and that after the above notice was posted he instructed all representatives of the Association to refrain from using any Company facilities in connection with any business of the Association. There is no evidence in the record that this injunction was not observed so far as formal meetings on Company time and property were concerned. But, as will be seen, the Association continued to be furnished other facilities.

The initial activities of the Union also resulted in a reaction in the Association. On about November 1, 1951, West met with Edward Baclawski, Chambers, and Erwin Meisinger, all active in the Association but none of them a supervisory employee, in Baclawski's office at the Riverside Laboratories to discuss the formation of another organization. The meeting lasted about 1½ hours and was held during working time. Meisinger testified that John Bogen, stipulated at the hearing to have been a supervisor since 1945, and a member of the Association, though he held no office and had attended no meetings since 1939, suggested to him that the time was ripe for the formation of a union other than the Association, and that there would be no objection if he, Meisinger, devoted some working time in this endeavor. Meisinger's testimony in this respect was not denied by Bogen who stated simply that he could not remember having made the statement.

In any event, the officers of the Association met and resolved to call a general membership meeting for the purpose of forming "a legal union independent of outside affiliation." This resolution was embodied in a circular prepared with Company paper and stenographic facilities, and distributed to the employees during working hours. The meeting took place at a local hall on November 28, 1951, with West presiding. An attorney whose services were paid with Association's funds addressed the group. The gathering shortly broke up and reconstituted itself on the spot in a fashion not altogether clear in the record. Ebey, an employee who was sympathetic to the Union, and West, were each nominated for chairman of the new group but declined the nomination. A chairman was finally found and a vote taken as to whether to form a new union. The result was favorable to this end, and authorization slips for the Independent, which it came to be called, were passed around.

The first meeting of the Independent took place on December 3, 1951, where a committee was appointed to draft a constitution and bylaws. A second meeting was held on January 22, 1952. Officers were elected and the proposed constitution adopted. Oscar Taft and George Donaldson, both of whom I find to be supervisory employees,⁸ were present and signed up in the Independent.

The third and last meeting of the Independent was held in May 1952, which, in addition to the officers, only 5 or 6 members attended. At this time a motion was passed that the Independent disband. It did so, and subsequently its funds were returned to the members.

4 The continuation of Respondent's support of the Association into the 6-month period

I turn now to the question of whether the support for many years accorded the Association by Respondent, or any of it, was continued into the 6-month period prior to the filing of the original charge. The Respondent contends, in effect, that after September 1951 it disassociated itself completely with the Association. I have previously rejected the contention that September 21 is the critical date. If, however, there was no domination or support of the Association by Respondent after June 3, 1951, if the Association merely continued by the sheer force of inertia, then no finding of unfair labor practice as concerns the Association may, I believe,

⁸Donaldson's credited testimony is that he responsibly directed the work of 3 employees, and Taft's that he directed that of 11.

be found In that case it seems to me that the court's rationale in Superior Engraving Company would apply.⁹

In other words, the question in such a case as this is not whether a formerly employer-dominated labor organization continued to exist within the 6-month period, but whether the employer continued to dominate and support it. If, for example, Respondent's supervisors continued their membership in the Association, thus supporting it morally and materially, or if Respondent continued to deal with it or continued to furnish the use of its facilities, then it must be found the Respondent affirmatively continued its support.

This I find to be the situation. It is not denied that supervisory employees continued to be members of the Association. As to Respondent's continued dealing with it, Baclawski, vice president of the Association, testified that in June 1951 he prepared on paper furnished by the Company and on Company time and property, a report of a "monthly" meeting of Association representatives on June 4 with Colonel Raaen. This report, entitled "Talks with the Colonel," was similar to reports previously made to the membership at regular intervals. It recites that a discussion of wages consumed most of the time of the meeting. Another talk with Raaen took place at a "monthly" meeting on August 6, 1951, at which, among other things, the manner in which a bonus should be paid, whether in monthly installments or in a lump sum at Christmastime, was discussed.

Another "Talk with the Colonel" relates the progress of a meeting held with Raaen in September 1951, at which the bonus question was again discussed as well as an increase in wages and other matters pertaining to working conditions. A report of the wage committee relates the results of a meeting on November 15, 1951, with Hardin and Cox, respectively Respondent's personnel and assistant personnel manager, at which, among other things, wages, the classification of employees, and the bonus question were discussed, and where the Association representatives obtained a promise by Respondent to consider a 10-percent bonus for the second and third shifts, as well as to consider certain data submitted by the Association on the matter of prevailing wages in the industry. The report of this meeting, together with certain statistical material attached to it, were, according to the testimony of Lucille Huebner, secretary of the Association in 1951, prepared on paper furnished by the Company and run off on one of Respondent's duplicating machines.¹⁰

Apparently the last publication issued by the Association under these circumstances was the notice of the meeting of the Association on November 28, at which, as has been previously described, the dissolution of the Association was discussed. There was not, so far as the record discloses, any meeting between representatives of the Respondent and the Association with regard to wages or working conditions after Respondent's issuance of its notice of November 29, purportedly severing itself from the Association.

Conclusions

The Association

I find that Respondent continued its domination and support of the Association into a period within 6 months prior to the filing of the charge herein, or after June 3, 1951. I have rejected Respondent's contention that this 6-month period should run from September 21,

⁹Superior Engraving Co. v. N.L.R.B., 183 F. 2d 783, enforcing 83 NLRB 215. In this case the court said:

As to the averment that (the employer) dominated the formation of the Independent and thereafter contributed support to it, it seems clear that, while its alleged role in the formation of the Independent in the spring and summer of 1944 could not be sound basis for issuance of a Board complaint in 1948, its continued support of the Independent if carried on up to a date within 6 months of the filing of the Union's second amended charge would justify a complaint and would, if proved, support a finding of violation of Section 8 (2). But here . . . there is no evidence to support a finding that petitioner's alleged domination or support of the Independent extended into the 6 months period prior to the filing of the charge.

¹⁰According to Baclawski's uncontradicted testimony, permission to use Respondent's facilities in drafting these and similar reports was specifically asked of Raaen in 1950 and specifically granted.

1951. Assuming for the sake of argument, however, the correctness of Respondent's contention, it will be observed that at least one meeting between representatives of the Association and Hardin and Cox, that which took place on November 15, 1951, was within the 6-month period as construed by Respondent.

The whole picture presented by this record is one of a labor organization, formed in 1937, continuing for a period of years, admittedly with employer's material assistance and support, with supervisory employees of one degree or another active in its affairs. Stenographic and other facilities, including the circulation of reports of Association meetings and announcements, during working hours, were a matter of custom. Respondent bargained with representatives of the Association concerning wages, hours, and other working conditions, and in so doing treated the Association as a bargaining agent for all its employees. There is no serious contention otherwise, except a dispute as to the extent of the supervisory authority of many of the members of the Association. As to these, Respondent admits that several were supervisors within the statutory definition. This situation continued until the Union began organizing Respondent's plant in the fall of 1951. Shortly thereafter Respondent attempted, perhaps in good faith, to disassociate itself from the Association and some of the Association members, formed the Independent with the announced intention, again perhaps in good faith, of forming a legitimate independent labor organization.

But granting the bona fides of both Respondent and the Association officers, in this respect, these attempts were largely unsuccessful. A long habit of domination by an employer is not easily shaken off. As I have found, even as late as November 1951 Association announcements continued to be prepared and circulated by the use of Respondent's facilities, largely during working hours. On several occasions, as they had in the past, representatives of the Association met with officials of Respondent and discussed matters relating to wages and other working conditions. This latter practice, it is true, ceased after Respondent posted its notice of severance on November 29, 1951. If this had ceased before June 3, 1951, and the Association had continued to exist without any aid or assistance furnished by Respondent, I would not find an unfair labor practice. It is clear, however, from the record and I find that Respondent continued actively to support the Association until well with the 6-month period. Supervisors who had been members continued their membership, notices and other material pertaining to Association matters continued to be prepared and circulated on Company time and property, and Respondent continued to meet with its representatives to discuss wages and other working conditions. Thereby, Respondent interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act. These activities I find are violative of Section 8 (a) (2) of the Act and, derivatively, of Section 8 (a) (1) of the Act.

The Independent

Although the Association continues as a labor organization, the Independent was short lived. While it is true, as the General Counsel contends, that it was born under such auspices and at such a time as ordinarily characterize a successor organization, at the hearing the General Counsel described the Independent as more of an "offshoot" than a successor, and I think the term is well chosen. The record viewed as a whole persuades me that many of the employees who were members of the Association sincerely desired to form an organization which would be free both from Company domination and affiliation with an outside labor organization. Others were opposed to this effort and favored a continuation of the Association. As successor or as offshoot the Association lived a brief life, and I do not view as probable its future resurrection. During its existence Respondent at no time met with its representatives, nor did the Association seek such meetings, or concern itself with the grievances or the problems of employees, or use Respondent's facilities. I do not hereinafter recommend that Respondent take the formal action of disestablishing it.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with its operations as 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

Since I have found that Respondent has engaged in certain unfair labor practices I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the purposes of the Act.

I have found that Respondent has dominated and interfered with Universal Oil Products Employees Association, and I will recommend therefore that Respondent withdraw and withhold all recognition from it and disestablish it as a labor organization of its employees.

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

CONCLUSIONS OF LAW

1. Oil Workers International, CIO, and Universal Oil Products Employees Association are labor organizations, and Research and Development Employees Independent Union was a labor organization, within the meaning of Section 2 (5) of the Act.

2. By dominating and interfering with Universal Oil Products Employees Association since June 3, 1951, and by contributing support to it, Respondent has engaged in unfair labor practices within the meaning of Section 8 (a) (2) of the Act

3. By said acts, Respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and has thereby engaged in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

4. The foregoing are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

5. Respondent has not engaged in an unfair labor practice by forming or assisting Research and Development Employees Independent Union.

[Recommendations omitted from publication.]

APPENDIX A

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 hereby disestablish Universal Oil Products Employees Association as the representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and we will not recognize it or any successor thereto for any of the above purposes

WE WILL NOT dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist Oil Workers International Union, CIO, 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. All our employees are free to become or remain members of this Union, or any other labor organization.

UNIVERSAL OIL PRODUCTS 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.