CHICAGO RAWHIDE MANUFACTURING COMPANY *and* INTERNATIONAL FUR AND LEATHER WORKERS UNION OF UNITED STATES AND CANADA, CHARGING PARTY *and* CHICAGO RAWHIDE EMPLOYEES COMMITTEE, CHICAGO RAWHIDE EMPLOYEES GRIEVANCE COMMITTEE, CHICAGO RAWHIDE EMPLOYEES SHOP COMMITTEE, CHICAGO RAWHIDE EMPLOYEES RECREATION COMMITTEE, AND THEIR SUCCESSOR, ELGIN RAWHIDE EMPLOYEES ASSOCIATION. *Case No. 13–CA–847. July 30, 1954*

Supplemental Decision and Order

On June 25, 1953, the Board issued a Decision and Order in the above-entitled proceeding finding that the Respondent had assisted, contributed support to, and interfered with Elgin Rawhide Employees Association and its predecessors in violation of Section 8 (a) (2) and (1) of the Act.[1] On July 6, 1953, the Respondent moved the Board to reconsider its decision, set aside its order, and dismiss the complaint upon the ground that when the complaint was issued, the Union, International Fur and Leather Workers Union of United States and Canada, was "fronting" for its District Council 4, a labor organization not in complaince with the filing requirements of Section 9 (f), (g), and (h) of the Act. Because the Board believed that these allegations warranted further inquiry, it issued an order on October 30, 1953, directing all parties to show cause why the Board should or should not find District Council 4 to be a labor organization, and if it should so find why it should or should not find that the charging Union was "fronting" for District Council 4. Thereafter both the Respondent and the charging Union filed returns to the order to show cause.

Having considered the returns to the order to show cause, the supporting briefs and the entire record in the case, the Board finds as follows:

The Respondent contends that District Council 4 is a labor organization within the definition of Section 2 (5) of the Act, and that in filing the unfair labor practice charge, the charging Union was "fronting" for its District Council. The Union disputes both these contentions.

In two previous cases the Board has held that the Union's District Councils 1 and 3 are labor organizations within the meaning of the Act.[2] District Council 4 is organized under the same constitutional provision and bylaws, has the same powers, and functions in the same way as District Councils 1 and 3. We therefore find that District Council 4 is a labor organization within the meaning of Section 2 (5) of the Act.

[1] 105 NLRB 727.

[2] *Franklin Tanning Company*, 104 NLRB 192; *United Tanners, Inc.*, 103 NLRB 760.

Although District Council 4 is a "labor organization" and was not in compliance with Section 9 (f), (g), and (h) of the Act when the complaint was issued, it does not follow that the complaint was improperly issued. In the *Lima Electric* case,[3] the Board said:

> . . . the Act does not require compliance by unions with the filing requirements of Section 9 of the Act at *every level of organization.* Where a union files the kind of unfair labor practices charges involved in this case [8 (a) (1) and (5)], such compliance is required only of the charging union and any national or international labor organization with which it is affiliated. Such compliance is not, however, required by the Act of any labor organizations which, . . . are *subordinate* to the charging union. However in these circumstances, purely as a matter of policy, in order fully to effectuate the general policies of Congress in the field of compliance, the Board has conditioned any order to bargain with a charging union upon timely compliance by its subordinate body or local.

Accordingly, compliance by District Council 4, which is subordinate to the Union, was not required by statute unless, as argued by the Respondent, the Union was "fronting" for the District Council.[4] Nor, as the present case involves only violations of Section 8 (a) (1) and (2) of the Act, would compliance be required as a matter of policy, absent any finding of "fronting."

The International has been a party to all contracts with the Respondent covering the employees at its Chicago plant. Abe Feinglass, who was active in the negotiations and who signed all these contracts as district or midwest regional director, is a representative of the International and a member of its executive board. Feinglass, who also played the leading role in the organizational campaign at the Respondent's Elgin plant, is paid only by the International as are all other organizers in the territory in which District Council 4 functions. It was the International that made demand for recognition as bargaining representative at the Respondent's Elgin plant. In view of the International's clear interest in the Respondent's employees it cannot be said to have been "fronting" for its subordinate District Council 4 in filing the petition and the charges, even though the subordinate which we have found to be a labor organization also had an interest in the employees. Accordingly, we shall deny Respondent's motion.

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[3] *Lima Electric Products, Inc.,* 104 NLRB 344. Accord. *Northern Crate & Lumber Company,* 105 NLRB 218.

[4] *Northern Crate & Lumber Company, supra,* where the Board said: "The Act does not require compliance by labor organizations *subordinate* to a charging party, except where it has been proved that the charging party filed a charge on behalf of its subordinate as a subterfuge to circumvent the Act's filing requirement."

[The Board denied the motion to set aside its order and to dismiss its complaint.]

MEMBER BEESON took no part in the consideration of the above supplemental Decision and Order.

BLUE FLASH EXPRESS, INC. *and* GENERAL TRUCK DRIVERS, WAREHOUSEMEN & HELPERS LOCAL 270, AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL. *Case No. 15–CA–618. July 30, 1954*

Decision and Order

On November 13, 1953, Trial Examiner Ralph Winkler issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the General Counsel filed exceptions to the Intermediate Report accompanied by a supporting brief. The Respondent filed a brief in support of the Intermediate Report.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations contained in the Intermediate Report, except as modified below.

1. The Trial Examiner in this case was faced with a sharp conflict in testimony as to whether the Respondent's general manager, Golden, and its superintendent, Gravolet, made to employees certain express threats and promises, more fully set forth in the Intermediate Report. The Trial Examiner found that there was nothing in the demeanor of the witnesses of the General Counsel and of the Respondent to detract from their trustworthiness and that there was no inconsistency in the testimony of any witness which would enable the Trial Examiner to determine who was telling the truth. Because of these circumstances, the Trial Examiner stated in his Intermediate Report that he could not "find a preponderance of evidence to support the alleged threats of shutdown and promises of benefit." Accordingly, he found, consistently with the testimony of Golden and Gravolet, "only that Golden conducted the conversations with the employees in the manner to which he testified."

Contrary to the General Counsel's exceptions, we find nothing improper in the manner in which the Trial Examiner resolved this issue.