

tion as the bargaining representative of any and all production and maintenance employees at its plant in Syracuse, New York; that it cease and desist from giving effect to the contract entered into on October 8, 1953, with that organization, and all supplements or renewals thereof, without prejudice to any wage increases or other benefits to employees now in effect; and that it cease and desist from rendering assistance and support to, or otherwise interfering with the administration of that or any other labor organization.

Having found that Respondent on and after July 22, 1953, refused to bargain collectively in good faith with the Steelworkers Union as certified and exclusive representative of its employees in the appropriate unit, I shall recommend that Respondent, upon request, bargain collectively with United Steelworkers of America, CIO, Local No. 4952, as such representative, with respect to rates of pay, wages, hours of employment, and other conditions of employment, and, if an agreement is reached, embody its terms in a signed written agreement.

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

#### CONCLUSIONS OF LAW

1. United Steelworkers of America, CIO, Local No. 4952, and International Molders & Foundry Workers Union of North America, AFL, and its Local No. 80, are each labor organizations within the meaning of Section 2 (5) of the Act.

2. All production and maintenance employees at the Respondent's Syracuse, New York, plant, excluding office clerical and technical employees and all guards, professional employees, work leaders, and other supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. United Steelworkers of America, CIO, Local No. 4952, has been at all times since June 25, 1953, and now is, the certified and exclusive representative of all employees in the aforesaid appropriate unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By failing and refusing to bargain collectively in good faith on July 22, 1953, and at all times thereafter, as found above, with United Steelworkers of America, CIO, Local No. 4952, the Respondent has engaged in and is engaging in unfair-labor practices within the meaning of Section 8 (a) (1) and 8 (a) (5) of the Act.

5. By rendering assistance and support to International Molders & Foundry Workers Union of North America, AFL, and its Local No. 80, thereby interfering with the administration of a labor organization, as found above, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) and 8 (a) (2) of the Act.

6. By interfering with, restraining, and coercing its employees, as found above, in the exercise of the rights guaranteed to them by Section 7 of the Act, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

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

[Recommendations omitted from publication.]

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ALLIED ELECTRIC PRODUCTS, INC. *and* INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL, PETITIONER. *Case No. 2-RC-6418.*  
*September 10, 1954*

### Supplemental Decision, Order, and Second Direction of Election

Pursuant to a Decision and Direction of Election issued herein on February 12, 1954,<sup>1</sup> an election by secret ballot was conducted on March

<sup>1</sup> Not reported in printed volumes of Board Decisions and Orders.

11, 1954, under the direction and supervision of the Regional Director for the Second Region, among employees in the unit found appropriate by the Board. Following the election, a tally of ballots was furnished the parties. The tally shows that of 338 votes cast in the election, 201 were for the Petitioner, 134 were against the Petitioner, 1 was void, and 2 were challenged.

On March 17, 1954, the Employer filed objections to conduct affecting the results of the election. The Regional Director investigated the objections and, on May 4, 1954, duly served upon the parties a report on objections in which he recommended that the objections be overruled and that the Petitioner be certified as the exclusive bargaining agent of the employees in the unit found to be appropriate. The Employer has timely filed its exceptions to the Regional Director's report.<sup>2</sup>

Having duly considered the matter, the Board finds as follows:

During the period preceding the election the Petitioner circulated among the employees a document that purported to be a sample copy of the Board's "Official Secret Ballot" as shown on the notice of election. However, the purported sample ballot was not in fact a copy of the Board's ballot but had been altered in the following manner: (1) The word "Yes," was printed in very large type at the left of the "Yes" box; (2) there was an "X" in the "Yes" box; and (3) an additional printed line had been added at the bottom of the ballot, reading: "Do not mark it any other way—Mark 'YES' box only."

The Regional Director concluded that this document did not contain the signature of the Regional Director or any representative of the Board, and as it was clearly marked "Sample" on its face, it therefore did not mislead the voters by giving them the impression that the Board was lending its support to the party issuing the ballot. Accordingly, he found that its circulation was in effect merely campaign propaganda which did not interfere with the exercise of the employees of a free choice in the election.

We do not agree with the Regional Director's conclusion that the circulated sample ballot did not exceed the bounds of legitimate campaign propaganda.<sup>3</sup> The Board is necessarily concerned with the protection of its procedures designed to provide fair elections. The Board particularly looks with disfavor upon any attempt to misuse

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<sup>2</sup> The Employer limited its exceptions to the Regional Director's failure to find that there was merit in the Employer's objection to a form of a "falsified" sample of the Board's official secret ballot distributed by the Petitioner to the employees.

<sup>3</sup> *Anderson Air Activities*, 106 NLRB 543.

its processes to secure partisan advantage,<sup>4</sup> and especially does it believe that no participant in a Board election should be permitted to suggest either directly or indirectly to the voters that this Government Agency endorses a particular choice.

Although the Board has traditionally declared its intention not to censor or police preelection campaign propaganda by parties to elections, it must, in order to preserve an atmosphere of impartiality, impose certain limitations on methods used in campaigning.<sup>5</sup> The reproduction of a document that purports to be a copy of the Board's official secret ballot, but which in fact is altered for campaign purposes, necessarily, at the very least, must tend to suggest that the material appearing thereon bears this Agency's approval. As there are many legitimate methods available to parties for disseminating campaign propaganda which clearly do not entail an apparent involvement of the Board or its processes, we believe it is unnecessary to permit unlimited freedom to partisans in election cases to reproduce official Board documents for campaign propaganda purposes.

We find that the reproduction in this case by the Petitioner of altered copies of the Board's official ballot tended to interfere with a free choice in the election, and was improper. We shall therefore set the election aside and order a new election. Upon consideration, the Board has decided that in the future it will not permit the reproduction of any document purporting to be a copy of the Board's official ballot, other than one completely unaltered in form and content and clearly marked sample on its face,<sup>6</sup> and upon objection validly filed, will set aside the results of any election in which the successful party has violated this rule.<sup>7</sup>

[The Board set aside the election held on March 11, 1954.]

[Text of Second Direction of Election omitted from publication.]

<sup>4</sup> Cf. *The Am-O-Krome Company*, 92 NLRB 893; *Sears Roebuck & Co.*, 47 NLRB 291.

<sup>5</sup> *United Aircraft Corporation*, 103 NLRB 102; *Timken-Detroit Axle Company*, 98 NLRB 790.

<sup>6</sup> *L. Gordon & Son, Inc.*, 100 NLRB 438; *Gray Drug Stores, Inc.*, 95 NLRB 171; *Gate City Table Co., Inc.*, 87 NLRB 1120; and other decisions of the Board, insofar as they approve the circulation of a copy of the Board's official ballot marked in favor of one of the parties, even though also marked sample on its face, are hereby overruled.

<sup>7</sup> Cf. *Bridgeport Castings Company*, 109 NLRB 749, which first came before the Board in September 1953, on objections to conduct affecting the results of the election. In that case, the Board had passed on the sample ballot there involved, and found that it was not objectionable under existing precedent, before remanding the case for a hearing on other objections. Here, although we have chosen this decision in which to enunciate the new rule relating to sample ballots, set forth above, the rule is not necessarily retroactively applied to the facts of this case, as the altered ballot is objectionable under the principle of *Anderson Air Activities*, *supra*.