

In the Matter of J. C. SPACH WAGON WORKS, INC. and FURNITURE
WORKERS LOCAL 3041, UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, A. F. L.

Case No. 5-C-1849.—Decided February 19, 1946

DECISION

AND

ORDER

On August 18, 1945, the Trial Examiner 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 out in the copy of the Intermediate Report attached hereto. Thereafter, the respondent and counsel for the Board filed exceptions to the Intermediate Report and supporting briefs.

The Board has reviewed the Trial Examiner's rulings 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 of the respondent and counsel for the Board, the contentions advanced in the briefs submitted by the parties, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, J. C. Spach Wagon Works, Inc., Winston-Salem, North Carolina, and its officers, agents, successors, and assigns shall:

1. Cease and desist from interfering with, restraining, or coercing its employees in the exercise of their self-organizational rights by rendering assistance to Unique Furniture Workers Club or to any other labor organization.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

- (a) Withhold all recognition from Unique Furniture Workers Club as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages,

rates of pay, hours of employment, or other conditions of employment, unless and until that labor organization shall have been certified as such by the National Labor Relations Board;

(b) Post at each of its Winston-Salem, North Carolina, plants copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Fifth Region, after being duly signed by the respondent's representative, shall be posted by the respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by any other material;

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

IT IS FURTHER ORDERED that the complaint, insofar as it alleges that the respondent dominated and interfered with the formation and administration of Unique Furniture Workers Club within the meaning of Section 8 (2) of the Act, be, and it hereby is, dismissed.

APPENDIX A

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, we hereby notify our employees that:

We will not interfere with, restrain, or coerce our employees in the exercise of their self-organizational rights by rendering assistance to Unique Furniture Workers Club or to any other labor organization.

We will withhold all recognition from Unique Furniture Workers Club 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, unless and until that labor organization shall have been certified by the National Labor Relations Board.

All our employees are free to become or remain members of Furniture Workers Local 3041, United Brotherhood of Carpenters & Joiners of America, affiliated with the American Federation of Labor, Unique Furniture Workers Club, or any other labor organization.

J. C. SPACH WAGON WORKS, 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.

INTERMEDIATE REPORT

Mr. George L. Weasler, for the Board.

Mr. W. P. Sandridge, of Winston-Salem, N. C., for the respondent.

Mr. R. J. Hutton, of High Point, N. C., for the Carpenters.

Messrs. C. E. Davis and *F. Gaither Jenkins*, of Winston-Salem, N. C., for the Club.

STATEMENT OF THE CASE

Upon a charge duly filed by Furniture Workers Local 3041, United Brotherhood of Carpenters & Joiners, A. F. L., herein called the Carpenters, the National Labor Relations Board, herein called the Board, by the Regional Director for the Fifth Region (Baltimore, Maryland), issued its complaint dated June 27, 1945, against J. C. Spach Wagon Works, Inc., Winston-Salem, North Carolina, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1) and (2) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, together with notice of hearing thereon, were duly served upon the respondent, the Carpenters, and Unique Furniture Workers Club, herein called the Club.

With respect to unfair labor practices, the complaint alleged in substance that the respondent: (1) interfered with and dominated the formation and administration of the Club; (2) questioned its employees concerning their activities on behalf of the Carpenters, persuaded and warned its employees to join and assist the Club, and made disparaging and derogatory remarks to its employees regarding the Carpenters; and (3) thereby engaged in conduct violative of Section 8 (1) and (2) of the Act.

In its duly filed answer, the respondent denied that it had engaged in the alleged unfair labor practices.

Pursuant to notice, a hearing was held at Winston-Salem, North Carolina, on July 19 and 20, 1945, before the undersigned, the Trial Examiner duly designated by the Chief Trial Examiner. All parties were represented and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. Near the close of the hearing the undersigned granted, without objection, a motion of the Board's attorney to conform the pleadings to the proof. All parties waived oral argument before the undersigned. The respondent and the Board have filed briefs with the undersigned.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

J. C. Spach Wagon Works, Inc. is a North Carolina corporation having its principal office and place of business in Winston-Salem, North Carolina, where it is engaged in the manufacture, sale, and distribution of furniture. During the calendar year 1944, the respondent caused to be purchased and delivered to its Winston-Salem plants from points outside the State of North Carolina, raw

materials, consisting chiefly of lumber, valued at in excess of \$200,000. During the same calendar year, finished products of its Winston-Salem plants of a value of approximately \$500,000 were sold and shipped by the respondent to points outside the State of North Carolina.

The respondent concedes that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATIONS INVOLVED

Furniture Workers Local 3041, United Brotherhood of Carpenters & Joiners of America, affiliated with the American Federation of Labor, and Unique Furniture Workers Club, unaffiliated, are labor organizations admitting to membership employees of the respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Background of organizational activities*

On September 5, 1939, the Carpenters filed a petition for certification as bargaining representative of respondent's employees. Subsequently, the Carpenters and the respondent agreed that the issue of representation might be determined by a check of union authorization cards against the respondent's pay roll, to be conducted by the Board. The cross-check was duly conducted with the result that the Carpenters was designated bargaining representative by a majority of employees eligible to participate. As a result of this cross-check, the respondent recognized the Carpenters and on November 27, 1939, executed a contract with this union, of a duration of one year.

On February 5, 1941, the Upholsterers International Union of North America (herein called the Upholsterers), like the Carpenters, an A. F. L. affiliate, filed a petition for certification with the Board, and in the hearing on the petition which was conducted by the Board on March 27, 1941, the International Brotherhood of Firemen and Oilers, herein called the Brotherhood, also an A. F. L. affiliate, intervened. An election was ordered and pursuant to its results, the Upholsterers and the Brotherhood were certified as bargaining representatives in the respective appropriate units as found by the Board. The Carpenters made no claim of interest in this proceeding. On June 19, 1941, the respondent executed separate contracts, of 1 year's duration each, with the Upholsterers and the Brotherhood.

On June 13, 1942, on the basis of a petition for certification filed by the Carpenters, a consent election was conducted by the Board with the result that the Carpenters was for the second time designated bargaining representative of respondent's employees in a single appropriate unit. Neither the Upholsterers nor the Brotherhood participated in this election or asserted any claim of interest in representing any of the respondent's employees. On November 5, 1943, the respondent and the Carpenters executed a contract of a year's duration.

Beginning in the spring of 1944, there were several conferences between a committee of the Carpenters, composed of officers of the local and the union representative, and Charles Creech, Sr., respondent's treasurer and general plant manager, on an issue of retroactive pay which had been ordered by the National War Labor Board. The first of these conferences occurred on or about April 22, 1944, and the last on June 24, 1944. The matter in dispute was the eligibility list of the employees who were to share in the retroactive pay. Clyde Gentry, the Carpenters' representative, who, together with the employee committee, participated in these conferences, testified that during the course of the conferences Creech repeatedly stated that he did not "mind his employees being organized so long as they represented themselves, but he didn't like outside interference or

outside representation, that he could do a better job with his own employees if they represented themselves and talked for themselves."

Creech, Sr., did not specifically deny the statements attributed to him by Gentry, though, in testifying on the topic, he gave a somewhat different version of his remarks. According to Creech, in the conferences on retroactive pay, whereas the employees on the Carpenters' committee would agree to the Company's proposal for a settlement of the issue, the Carpenters' representative would not; finally, provoked with the delays thus occasioned, he (Creech) stated, "... if they [the Carpenters] would not interfere and let the committee run its business, which was the way they was supposed to do under the contract, that we would get along all right."

On June 24, 1944, after the committee of employees had agreed to a settlement of the issue, the Carpenters' representative then signed the agreement. It is not disputed that on July 15, 1944, the respondent paid the retroactive pay according to the agreement.

On October 6, 1944, the Carpenters requested a conference with the respondent for the purpose of negotiating a new contract to become effective upon expiration of the old one. On October 11, the respondent replied by letter that it doubted that the Carpenters represented a majority of employees, and requested, as a condition precedent to further negotiations, that the Carpenters obtain certification by the Board. On October 18, the Carpenters submitted a written proposal for a new contract, but the respondent refused to receive it and again advised the Carpenters that it would not negotiate with it further until it had been certified by the Board.¹

On October 24, 1944, there was circulated among the respondent's employees a petition for an independent or "inside" union, whose membership was to be restricted to employees of the respondent. This organization was called Unique Furniture Workers Club, herein called the Club. It is alleged by the Board to be company dominated.

B. *The Club*

1. Its formation

The respondent operates three plants, called herein Plants A, B, and C, respectively. Plants A and B are adjacent to each other, being separated only by a public street or thoroughfare. Plant C is about a mile distant from A and B. During the period in question, the respondent employed approximately 280 persons, exclusive of supervisory and office personnel, and these were fairly equally distributed among the three plants. The general plant superintendent of all three plants is James Cecil; the general foreman of Plants A and B, Jesse Wall; and the general foreman of Plant C, Marvin Ferguson. In addition to these supervisory officials, each department is headed by a foreman or subforeman. Respondent's treasurer and general plant manager is Charles Creech, Sr.

The formation of the Club originated with Harry Duggins, employed by the respondent for some 10 years. Others active in its formation were Charles Davis, Ray Smith, and Henry Childress, all with 10 or more years' tenure of employment with the respondent.

¹ Reasons advanced by the respondent for its doubt of the Carpenters' majority are set forth in its letter of October 11:

On September 23, 1943, when the last election was held, there were 337 employees eligible to vote. At the present time there are only 280 employees eligible to vote. Of these 280, only 112 were on our payroll September 23, 1943. Of the 337 eligible to vote in 1943, only 240 voted, and this vote was divided 191 for your Union and 49 against it.

On a date shortly prior to October 24, 1944, Duggins, Davis, and Smith called at the law offices of W. P. Sandridge, respondent's counsel, to seek his aid in forming a union. Sandridge advised them that he represented the respondent and refused to discuss the matter with them, but gave them the names of several lawyers, including that of F. Faither Jenkins. He accompanied them to Jenkins' office which was in the same building, introduced them, and left. From Jenkins, the committee obtained a petition bearing the following text:

UNIQUE FURNITURE WORKERS CLUB

I hereby join **UNIQUE FURNITURE WORKERS CLUB**, a voluntary organization of Company employees only, formed for the purpose of bargaining collectively with the Unique Furniture Company (J. C. Spach Wagon Works), and without outside interference, concerning grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work.

I authorize **UNIQUE FURNITURE WORKERS CLUB**, exclusively to represent me in all collective bargaining.

Duggins, Davis, Childress, Colon Yarborough, A. F. Hester, and perhaps others, subsequently circulated this petition among the respondent's employees and obtained a total of some 196 signatories thereto. It is not disputed that the petition was circulated throughout respondent's three plants and that for the most part it was circulated during working hours. A large majority of the signatures appearing thereon were obtained on October 24. While all employees participating in the circulation of the petition who testified and were questioned on the point denied that they received the permission of management to circulate the petition during working hours, and several of them testified that they did not think their respective foremen were present when the petition was being circulated, it is clear that the petitions were for the most part circulated openly and without effort at concealment. Hester circulated the petition not only in Plant B where he worked, but in Plant A as well, and while he denied that he discussed the petition with any supervisor, Jones Brown, a subforeman in Plant A, and Edgar Keller, a subforeman in Plant B, both admitted that they observed Hester while he was circulating the petition. Julius Meeks testified credibly that he saw Hester speak to General Foreman Wall before circulating the petition in Plant A. The undersigned does not believe it is credible that employees could leave their jobs and go about openly engaging in such conduct without their supervisors becoming aware of their activity, and upon the entire record, finds that the respondent through its supervisory personnel had full knowledge of the circulation of the Club's petition during working hours.

Duggins testified that he helped to form the Carpenters' local when it first came into respondent's plants, and circulated a petition in the same manner as he circulated the petition for the Club. ". . . we dodged the boss and signed them up," he testified. He admitted that he left the Carpenters during a 2 weeks' strike which occurred in 1940 and had not been in that organization since. There is no corroboration of Duggins' testimony and, in any event, it is clear that during the period in issue organizational activities on company time and property were contrary to the respondent's established policy. This is shown in respondent's contract with the Carpenters which contains the clause, "There shall be no Union or Non-Union activity during working hours," and respondent's shop rules which expressly provide:

During working hours each employee shall stay at his job. No loitering or talking with other employees will be permitted.

In addition to the foregoing, there is evidence that the respondent actively assisted and encouraged the formation of the Club. Marvel Gill testified that Edgar Keller, subforeman, asked him if he wanted to sign a petition for an independent union and when he replied that he did not, Keller said that he might as well since the union he was in "wasn't doing any good." Gill was at that time a member of the Carpenters. According to Gill, Keller spoke to other employees in his vicinity. V. D. Carlton, a member of the Carpenters, testified that Keller asked him to sign the petition and then said, "No, I don't reckon you do, you belong to the other union." Later, questioned by Carlton, Keller told the latter that the petition was for an independent union. Keller made a general denial that he participated in getting the Club's petitions signed, though he admitted that he saw Hester and Yarborough circulating a petition through the plant; he testified that he "presumed" it was for flowers "or something like that." The undersigned does not credit his denial and finds that he assisted in the circulation of the Club's petition.

A. F. Gough and Julius Meeks testified that Subforeman Jones Brown was in Hester's vicinity at the time the latter was circulating the Club's petition and that this occurred during working hours. Meeks testified that on the day following the circulation of the petition, Brown said "he thought it would be a good thing if they would get the men all signed up and get them to stick together." Brown admitted that he saw Hester circulating the petition, and that he (Brown) "said something about it," but denied that he participated in its circulation. Meeks' testimony, not specifically denied, is credited.

It is the respondent's position that its subforemen are nonsupervisory employees and that their conduct therefore is not binding on the respondent. The undersigned is unable to agree. The subforeman is hourly paid but is paid a higher wage rate than the employees generally with whom he works. He clearly is the head of his department, directly accountable to the general plant foreman; he directs the work of his department, transfers men from one job to another, and on the basis of the entire record, the undersigned is convinced that he may effectively recommend a change in status of employees in his department. All employees testifying who were questioned on the topic, testified that they regarded the subforeman as a supervisor or "boss." While subforemen do not attend regular foremen meetings, Keller testified that at the start of organizational activities among respondent's employees, subforemen as well as foremen were called together and instructed by Plant Manager Creech that they were forbidden to participate therein. It is clear therefrom that the respondent's officers, as well as the employees, generally regard the subforemen as representative of management.

2. Its organization

On or about November 9, 1944, pursuant to announcements posted on time clocks throughout respondent's plants, a meeting of the Club was held after working hours on the sidewalk or street between Plants A and B. This meeting was attended by some 20 to 25 employees. The only business transacted was the election of officers and a shop committee representative of the three plants. Davis was elected president, Hester, vice president, and Ben Crawford, secretary. This was the only meeting of the general membership of the Club prior to the hearing. The Club has no constitution and by-laws and no initiation fees or dues have been assessed or collected.

3 Its effort to obtain recognition

A few days after the election of officers, a representative committee of the Club called at the office of Charles Creech, Sr., presented him with the petition which then bore the names of a large majority of respondent's employees, and asked for bargaining rights and a wage increase. Creech advised the committee that the Carpenters still held the bargaining rights and that the respondent would not recognize the Club or have any dealings with it unless it was certified as bargaining representative by the Board.² The respondent has adhered to this position since.

On November 11, 1944, the Club filed a petition for certification with the Fifth Regional Office of the Board; on November 14, 1944, the respondent filed a petition with the same office seeking to have the conflicting claims of the Carpenters and the Club determined according to Board procedure. In July 1945, the Regional Director of the Board's Fifth Region, where the aforesaid petitions were filed, advised the Club and the respondent of his refusal to issue notice of hearing on the petitions.

Since November 1944, the Club has not functioned, though its continued existence is attested by its participation in the hearing.

4. The issues

The respondent's position is that the Club had its origin in the employees' dissatisfaction with representation by the Carpenters and, more specifically, the substitution of a wage increase for bonus payments, and the incorporation in respondent's contract with the Carpenters of a job classification plan which allegedly had the effect of freezing the wages of the older employees who were already receiving the maximum wage while rapidly advancing newer employees until they were on a wage par with the old. It was developed, however, that bonus payments were discontinued under a contract which the respondent had with the Upholsterers. If this had provided a widespread source of dissatisfaction, it appears that it would have found its outlet long before the Club was started. On the other point, it is clear that those most active in the formation of the Club were among the older employees in terms of seniority, and that some of them objected to the job classification system incorporated in respondent's contract with the Carpenters. It is also clear that one of the primary objectives in organizing the Club was a wage increase. Thus Duggins testified, "* * * we just formed it to get wages up." He also testified that he was dissatisfied with the job classification system because under it new men would work up to the top rapidly whereas once you reached the top you were "stuck." Ben Crawford, who had been in respondent's employ for 20 years, testified that the older men objected to the job classifications, but further testified, "I don't know how that come in, who classified it, I don't know anything about it." The particular reason for forming the Club, according to Crawford, was to ask for "an increase in wages."

While dissatisfaction with job classifications among the older employees may very well have been a motivating factor in the formation of the Club, the said job classification system had been in effect for almost a year prior to the formation

² Respondent's contract with the Carpenters expired on or about November 5, 1944. On February 8, 1945, the Regional War Labor Board issued a directive order advising the parties thereto to "continue uninterrupted production under the terms and conditions imparted" in the old contract "until such time as negotiations for a new contract had been completed and the parties might mutually agree, or until such time as the Fourth Regional War Labor Board might otherwise decide."

of the Club and, in the opinion of the undersigned, affords little explanation for the timing of the organizational movement or why the employees sought to obtain their objectives by changing their bargaining representative.³ The undersigned believes that the true explanation lies elsewhere.

It is a reasonable inference that the employees who served on the Carpenter's committee which met with Creech, Sr. during the spring and summer of 1944 on the issue of retroactive pay, and who heard Creech repeatedly voice his disapproval of "outside interference" and "outside representation," as testified to by Gentry whom the undersigned credits, repeated these statements to other employees. That such an inference is justified is borne out by the fact that Duggins, in organizing the Club, used the argument that the Club would be more successful than the Carpenters in obtaining benefits from the respondent because Creech did not like "outside interference." John Aldridge testified credibly to this effect, and further testified as to why he affiliated with the Club:

Well, I just thought the Club would get us more money, because Mr. Creech doesn't like the outside interference, and that is what that Club was going to, just among us fellows there in the shop, and wasn't going to be any outsiders to it, and I just thought that we could get more money that way than we would with the Union [Carpenters].

Ben Crawford, one of the organizers of the Club testified concerning its origin:

I'll tell you what they wanted to do, they wanted to form a Club so they can go before Mr. Creech and ask for so and so, see, Mr. Creech he knows all the boys and they wanted to do and just have a plain talk with him, that is my understanding.

The wording of the Club's petition itself, with its emphasis on membership restricted to employees of the respondent, and bargaining "without outside interference," confirms the undersigned in the conclusion that the organizing impetus of the Club was furnished by the respondent's general plant manager, Creech, Sr.

The undersigned believes it is of further significance that the petition for the formation of the Club was first circulated only a few days after the Carpenters had requested negotiations on a new contract and had submitted a proposed contract in writing. At this time, October 18, 1944, the respondent refused to negotiate on the ground that it doubted that the Carpenters represented a majority of employees, although it had no tangible proof of the alleged lack of a majority. On October 24, the petition for the formation of the Club was circulated. The undersigned believes there is a causal relationship between these two incidents which explains the timing of the circulation of the Club's petition.

C. Concluding findings

The respondent's expressions of hostility toward "outside" representation and favoring an organization of employees only, made before the Carpenters' bargaining committee, the circulation of the Club's petition immediately following the respondent's refusal to negotiate a new contract with the Carpenters, the circulation of the said petition on company time and property contrary to the respondent's established rules and policy, the participation of supervisors in the organizational movement, and the whole congeries of circumstances attending these incidents, convince the undersigned and the undersigned finds, that the respondent provided the organizational impetus for the formation of the Club

³ There is no evidence that the employees criticized the Carpenters for advocating a job classification system, or sought to change this system through the Carpenters.

and rendered it effective assistance, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

While convinced and finding that the respondent rendered unlawful assistance to the Club in violation of Section 8 (1) of the Act, the undersigned, in view of the Board's decisions in the *Heather Handkerchief* and similar cases,⁴ believes that the evidence is insufficient to afford a basis for finding that the respondent engaged in unfair labor practices within the meaning of Section 8 (2) of the Act. While rendering unlawful assistance to the Club, the respondent stopped short of recognizing it as the bargaining representative of its employees, and, admittedly, has at no time dealt with it as the representative of any of its employees. The Club, in fact, has not actually functioned since the filing of its petition for certification with the Regional Office of the Board in November 1944. The undersigned on the entire record will recommend that the complaint be dismissed insofar as it alleges that the respondent interfered with and dominated the formation and administration of the Club in violation of Section 8 (2) of the Act.

The undersigned further finds that there is no evidence to support the Board's allegations that the respondent questioned its employees concerning their activities on behalf of the Carpenters, or warned its employees to join or assist the Club.

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 the 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 engaged in certain unfair labor practices, the undersigned will recommend that it cease and desist therefrom and take certain affirmative action which the undersigned finds will effectuate the policies of the Act.

It has been found that the respondent rendered unlawful aid and assistance to the Club thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act. In view of this unlawful course of conduct, the undersigned is unable to find that the employees, in selecting the Club to represent them, exercised that full and complete freedom of choice guaranteed them by the Act. Accordingly, the undersigned will recommend that the respondent continue to withhold recognition of the Club as the representative of any of its employees for the purposes of collective bargaining until such time as the Club may be certified as their representative by the Board.

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

CONCLUSIONS OF LAW

1. Furniture Workers Local 3041, United Brotherhood of Carpenters & Joiners of America, affiliated with the American Federation of Labor, and Unique Furni-

⁴ *Heather Handkerchief Works, Inc.*, 47 N. L. R. B. 800; *Interstate Folding Box Company*, 47 N. L. R. B. 1192; *Wayne Works*, 47 N. L. R. B. 1437; *Elastic Stop Nut Corporation*, 51 N. L. R. B. 694.

ture Workers Club, unaffiliated, are labor organizations within the meaning of Section 2 (5) of the Act.

2 By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (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.

4. The respondent has not engaged in unfair labor practices in violation of Section 8 (2) of the Act.

RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, the undersigned recommends that the respondent, J C Spach Wagon Works, Winston-Salem, North Carolina, its officers, agents, successors, and assigns, shall :

1. Cease and desist from :

Interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Furniture Workers Local 3041, United Brotherhood of Carpenters & Joiners of America, affiliated with the American Federation of Labor, 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.

2 Take the following affirmative action which the undersigned finds will effectuate the policies of the Act :

(a) Withhold all recognition of Unique Furniture Workers Club as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, unless and until that labor organization shall have been certified as such by the National Labor Relations Board ;

(b) Post at each of its Winston-Salem, North Carolina, plants copies of the notice attached to the Intermediate Report herein, marked "Appendix A". Copies of said notice, to be furnished by the Regional Director for the Fifth Region, after being duly signed by the respondent's representative, shall be posted by the respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by any other material ;

(c) Notify the Regional Director for the Fifth Region in writing within ten (10) days from the receipt of this Intermediate Report what steps the respondent has taken to comply herewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report, the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

It is recommended that the complaint be dismissed insofar as it alleges that the respondent engaged in conduct violative of Section 8 (2) of the Act.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3, as amended, effective July 12, 1944, any party or counsel for the Board may, within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32

of Article II of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record of proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of such statement of exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of the order transferring the case to the Board.

WILLIAM E. SPENCER,
Trial Examiner.

Dated August 18, 1945.

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 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 FURNITURE WORKERS LOCAL 3041, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, affiliated with the AMERICAN FEDERATION OF LABOR

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.

We will not recognize Unique Furniture Workers Club 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, unless and until Unique Furniture Workers Club shall have been certified by the National Labor Relations Board.

J. C. SPACH WAGON WORKS,
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.