

WE WILL NOT threaten our employees with the loss of opportunity of advancement in their employment or with other economic reprisal by reason of activities on behalf of any labor organization.

WE WILL NOT promise aid or benefit of any kind to our employees as an inducement to refrain from activities on behalf of any labor organization.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist BOOT & SHOE WORKERS' UNION, AFL, 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, or to refrain from any and all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized by Section 8 (a) (3) of the amended Act.

All our employees are free to become or remain members of the above-named union or any other labor organization.

GENERAL SHOE CORPORATION,
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.

HAWLEY BROADCASTING COMPANY *and* AMERICAN FEDERATION OF
RADIO ARTISTS, A. F. OF L. *Case No. 4-CA-512. August 26,*
1952

Decision and Order

On January 7, 1952, Trial Examiner John H. Eadie issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in unfair labor practices in violation of Section 8 (a) (1) of the Act, as to which he recommended that it cease and desist therefrom and take affirmative action as set forth in the copy of the Intermediate Report attached hereto, but finding that the Respondent had not violated Section 8 (a) (5) of the Act as alleged in the complaint. Thereafter the General Counsel filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this proceeding to a three-member panel [Members Houston, Murdock, and Styles].

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 In-
100 NLRB No. 127.

intermediate Report, the General Counsel's exceptions and brief, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner with reference to the violation of Section 8 (a) (1) of the Act. However, for the reasons set forth below, the Board does not adopt the Trial Examiner's conclusions, as set forth in section III B of the Intermediate Report, concerning the 8 (a) (5) allegation.

The Trial Examiner found that the General Counsel did not prove that the Respondent refused to bargain with the Union on and after November 2, 1950, the date on which Coggeshall, the union representative, accompanied by four of the seven announcers in the unit sought,¹ went to Manager Martin in the late afternoon and requested exclusive recognition as majority representative. In fact, because the November 2 meeting broke up with Coggeshall saying he had no alternative "other than to file a petition for an election," the Trial Examiner found that the Respondent was required to give no "further answer" to the bargaining request—other than its initial response that the matter would be referred to the station's owners who would in all probability demand an election.

This analysis completely ignores the impact of the active campaign of 8 (a) (1) interference, restraint, and coercion which the Respondent immediately set in motion, and which the Trial Examiner found to have occurred. As the record clearly shows, and the Trial Examiner found, only 15 minutes after the Union's request Manager Martin stopped announcer Smith in the hall and asked who had instigated the union movement. The next morning saw an intensification of this conduct by the Respondent. Program Director Carroll threatened announcers Westcott and Spolski concerning possible discharge for union activities on company premises—against which the Respondent had no rule. That afternoon, at a routine meeting of station personnel, which the Respondent devoted solely to discussion of the union situation, Manager Martin interrogated the announcers, both collectively and individually, concerning their reasons for joining the

¹ In support of its contention made at the hearing that it was under no duty to bargain because the Union did not represent a majority in an appropriate unit, the Respondent urged that two continuity writers, who do no announcing, should be included in the unit, citing *Westchester Broadcasting Corporation*, 93 NLRB 1346, a decision which issued some months after the events with which we are here concerned. Not only has the Board recently repudiated the dictum in that case to the effect that an appropriate unit in the broadcasting industry necessarily includes all programming department employees (see *Hampton Roads Broadcasting Corporation (WGH)*, 100 NLRB 238) but a unit of announcers as requested by the Union was an appropriate unit at all times material to this proceeding. See *Delaware Broadcasting Company*, 82 NLRB 727; *WDXB Broadcasting Station*, 85 NLRB 752; *WWEZ Radio, Inc.*, 91 NLRB 1518, footnote 2. We find that the Union was, on November 2, 1950, the majority representative of the employees in a unit appropriate for collective bargaining, within the meaning of Section 9 (a) of the Act. We affirm the Trial Examiner's finding that Program Director Carroll was clearly a supervisor within the meaning of the Act.

Union, said to announcer Westcott "you were" scheduled for a raise, and repeatedly encouraged the announcers to present their demands without union assistance. At this point the four announcers who had joined the Union left the meeting to confer, and shortly thereafter decisively reaffirmed their desire to have the Union bargain for them.

On this record there can be no question that the Respondent's interrogation, interference, and coercion, so closely following the Union's proof of majority and request for bargaining, in itself constituted the Respondent's "further answer"—to use the Trial Examiner's words—an answer which was a clear and unequivocal refusal to bargain with the Union.² We find that the conduct which we have outlined—which culminated in the Respondent's complete rejection of the collective-bargaining principle evidenced by the coercive remarks of its vice president that he would never sign a contract³—constituted a refusal to bargain in violation of Section 8 (a) (5) of the Act on and after November 2, 1950.

The Remedy

We have found that the Respondent has refused to bargain in violation of Section 8 (a) (5), and has engaged in other acts in violation of Section 8 (a) (1) of the Act. We shall order the Respondent to cease and desist from engaging in such conduct. The Respondent's conduct in our opinion discloses a fixed purpose to defeat self-organization and its objectives. Because of the Respondent's unlawful conduct and its underlying purpose we are convinced that the unfair labor practices found are persuasively related to the other unfair labor practices proscribed by the Act and that danger of their commission in the future is to be anticipated from the course of the Respondent's conduct in the past. The preventive purpose of the Act will be thwarted unless our Order is coextensive with the threat. In order, therefore, to make effective the interdependent guarantees of Section 7, to prevent a recurrence of unfair labor practices, and to minimize strife which burdens and obstructs commerce, and thus to effectuate the policies of the Act, we will order that the Respondent cease and desist from infringing in any manner upon the rights guaranteed by Section 7 of the Act.

CONCLUSIONS OF LAW

1. American Federation of Radio Artists, affiliated with American Federation of Labor, is a labor organization, within the meaning of Section 2 (5) of the Act.

² *Somerset Classics, Inc.*, 90 NLRB 1676, 1680; see also *Aircraft Hosiery Company*, 78 NLRB 333.

³ The remarks of Vice-President Keller at the December 23 party, found by the Trial Examiner to constitute 8 (a) (1) interference, are set out at the end of section III A of the Intermediate Report.

2. All staff announcers employed at the Respondent's Reading, Pennsylvania, radio station WEEU, AM and FM, including the special announcer for women's programs and regular part-time announcers, but excluding the program director and all others supervisors as defined in the Act, and excluding all other employees, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. American Federation of Radio Artists, affiliated with American Federation of Labor, was on November 2, 1950, and at all times thereafter has been, the exclusive representative of all the employees in the aforesaid appropriate unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By refusing on and after November 2, 1950, to bargain collectively with said American Federation of Radio Artists as the exclusive representative of its employees in an appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) of the Act.

5. 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 (a) (1) of the Act.

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

Order

Upon the entire record in this case and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent Hawley Broadcasting Company at Reading, Pennsylvania, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with American Federation of Radio Artists, A. F. of L., as the exclusive representative of its staff announcers at the Respondent's radio station WEEU, AM and FM.

(b) Interrogating its employees concerning their union membership and activities, threatening them with reprisals because of such activities, and promising them benefits if they should refrain from such activities.

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form labor organizations, or to join or assist American Federation of Radio Artists, A. F. of L., or any other labor organization, to bargain collectively through representatives of their own choosing, and to

engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

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

(a) Upon request, bargain collectively with American Federation of Radio Artists, A. F. of L., as the exclusive bargaining representative of its staff announcers at the Respondent's radio station WEEU, AM and FM, and if an understanding is reached, embody such understanding in a signed agreement.

(b) Post at its Reading, Pennsylvania, radio station copies of the notice attached hereto marked "Appendix A."⁴ Copies of such notice, to be furnished by the Regional Director for the Fourth Region, shall, after being duly signed by the Respondent's authorized representative, be posted by the Respondent immediately upon receipt thereof, in conspicuous places, including all places where notices to employees are customarily posted. 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 Fourth Region, in writing, within ten (10) days from the date of the receipt of this Order what steps the Respondent has taken to comply herewith.

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 refuse to bargain collectively with **AMERICAN FEDERATION OF RADIO ARTISTS, A. F. of L.**, as the exclusive representative of all our employees in the bargaining unit described below.

WE WILL NOT interrogate our employees concerning their membership in or activities on behalf of **AMERICAN FEDERATION OF RADIO ARTISTS, A. F. of L.**, or any other labor organization, or threaten our employees with reprisals because of such activities, or promise them benefits should they refrain from such activities.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organize.

⁴ In the event this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

zation, to form labor organizations, to join or assist AMERICAN FEDERATION OF RADIO ARTISTS, A. F. of L., or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the National Labor Relations Act.

All our employees are free to become and remain, or refrain from becoming or remaining, members of the above-named union or any other labor organization, except to the extent that the right to refrain may be affected by a lawful agreement requiring membership in a labor organization as a condition of employment.

WE WILL bargain collectively upon request with AMERICAN FEDERATION OF RADIO ARTISTS, A. F. of L., as the exclusive representative of all employees in the bargaining unit described herein, with respect to wages, rates of pay, hours of employment, or other terms or conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All staff announcers employed at the Respondent's Reading, Pennsylvania, radio station WEEU, AM and FM, including the special announcer for women's programs and regular part-time announcers, but excluding the program director and all other supervisors as defined in the Act, and excluding all other employees.

HAWLEY BROADCASTING 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.

Intermediate Report

STATEMENT OF THE CASE

Upon a charge duly filed by American Federation of Radio Artists, A. F. of L., herein called the Union, the General Counsel of the National Labor Relations Board, respectively called herein the General Counsel and the Board, by the Regional Director for the Fourth Region (Philadelphia, Pennsylvania), issued a complaint dated September 19, 1951, against Hawley Broadcasting Company,¹ herein called the Respondent, alleging that the Respondent had engaged in and

¹ The complaint incorrectly named the Respondent as Hawley Broadcasting Corporation.

was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, as amended, herein called the Act.

With respect to the unfair labor practices, the complaint alleges that on or about November 2, 1950, and at all times thereafter, the Respondent refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit; and that in or about November and December 1950, the Respondent engaged in certain conduct which interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

On about September 27, 1951, the Respondent filed an answer in which it admitted the jurisdictional allegations of the complaint but denied the commission of any unfair labor practices.

Pursuant to notice, a hearing was held on October 15 and 16, 1951, at Reading, Pennsylvania, before the undersigned Trial Examiner. The General Counsel and the Respondent were represented by counsel and the Union by its representatives. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. At the conclusion of the General Counsel's case, the Respondent made a number of motions to dismiss the complaint and various allegations thereof. Rulings on the motions were reserved. At the close of the whole case, Respondent renewed its motions to dismiss. Ruling was reserved. The motions to dismiss are disposed of as hereinafter indicated.

At the conclusion of the hearing, counsel for the General Counsel and the Respondent presented oral argument on the record. After the close of the hearing, the General Counsel filed with the Trial Examiner a motion to conform the complaint to the proof, as to names, dates, and other minor variances, together with an affidavit of service thereof on the parties. None of the parties has raised an objection to the motion. Accordingly, the motion is granted; and the motion and affidavit are marked and received in evidence as Trial Examiner's Exhibits Nos. 1 and 2, respectively. The General Counsel and the Union filed briefs with the Trial Examiner.

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

Hawley Broadcasting Company is a Pennsylvania corporation with its principal office and place of business in Reading, Pennsylvania, where it is engaged in the operation of radio station WEEU, AM and FM.

At all times material herein the Respondent has been affiliated with the American Broadcasting Company, transmitting broadcasts which carry advertising of nationally distributed products and subscribing to a Nation-wide news service.

II. THE ORGANIZATION INVOLVED

American Federation of Radio Artists, A. F. of L., is a labor organization which admits to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Sequence of events; interference, restraint, and coercion*

On October 11 and 12, 1950, Irving Smith, Harry Westcott, Jr., John Spolski,² and Hector Bourg, staff announcers of the Respondent, signed designation cards of the Union.

At about 4 p. m. on November 2, 1950, Lester Coggeshall, a representative of the Union, and the four employees named above, went to the office of Thomas Martin, general manager of the Respondent. Coggeshall told Martin, in substance, that the Union represented a majority of the announcers, and that the Union was requesting recognition for a unit of staff announcers, but was willing to include in the unit a part-time announcer and a special program announcer. Martin told Coggeshall that he did not have authority to give an answer; that "it would have to be taken up with the ownership of the radio station"; and that it was his opinion that the Respondent "would not accept or recognize that majority without an election being held." Coggeshall replied that he had no alternative "other than to file a petition for an election."³

About 15 minutes after the above conference, Martin had a conversation with Smith in the hall of the station. Concerning this conversation, Smith testified credibly as follows:

Mr. Martin asked me what the idea was of why did we join the union and I told him we just decided to join the union. He said, "Who instigated it?" I said I didn't know. He said, "You mean you just all wandered into my office? What were you all doing in the office?" I said, "We were there with Mr. Coggeshall to notify you that we had joined the union officially."

It is found that the above interrogation by Martin constitutes interference, restraint, and coercion.

On November 3, 1950, a routine meeting of the station's personnel was held in the audition room. Martin and Program Director Carroll were present.⁴ Carroll opened the meeting by stating, in substance, that he thought that there should be some discussion about the Union. When the announcers did not make any comment, Martin told them that their action "hurt me very deeply" and came "as a surprise and shock." He then interrogated those present as to why they had or had not joined the Union. He also told them that they should have come to him if they wanted a raise in wages. After a general discussion of grievances and reasons for joining the Union, Martin asked the employees if they wanted to present their demands at that time. At Bourg's suggestion, the four union adherents left the room in order to discuss the situation privately. They returned later and informed Martin that they had decided to "stick with" the Union. As the meeting ended, Martin asked the employees "to come in and talk things over" with him and stated, "It is still not too late to ask for a raise."

² Spolski also was known as Andrews.

³ Martin testified credibly that Coggeshall made the above remark. Coggeshall denied that he stated that he was going to file a petition. The undersigned believes that Martin was the more reliable witness in this respect. The Union filed a petition with the Board on November 3.

⁴ The General Counsel contends that Carroll is a supervisory employee. The Respondent contends otherwise. The evidence conclusively shows that Carroll responsibly directs the activities of the announcers; that he spends about 20 percent of his time in announcing; that his duties as program director require about 80 percent of his time; that his salary was considerably more than that of any other announcer; and that he and Martin interviewed applicants for announcing positions. Accordingly, I find Carroll to be a supervisory employee. *Delaware Broadcasting Company*, 82 NLRB 727; *Neptune Broadcasting Company*, 94 NLRB 1052.

It is found that by the above interrogation of the employees by Martin the Respondent interfered with, restrained, and coerced its employees.

During the morning of November 3 Carroll had a conversation with Westcott. Spolski was present at the time. Concerning this conversation, Westcott testified credibly and without contradiction as follows:

Mr. Carroll came in and looked at me. He asked me, "Did you know that it was illegal to talk union or carry on union activities on company premises?" I said, "No, I didn't." Then he said, "Well, I will have to talk to Mr. Martin about this. You could be discharged for it."

It is found that the above remarks of Carroll constitute interference since they contain a threat of reprisal.⁵

On November 7, 1950, the Respondent received a letter from the Board in which it was notified that the Union had filed a petition for certification.

Glen Haldeman, a part-time announcer, signed a designation card of the Union on about November 15.⁶

On December 15, 1950, a conference, arranged for by the Board, was held in the office of James Keller, vice president of Respondent. The Union was represented by Coggeshall, Bourg, and Smith. The Union claimed that it represented a majority since four out of seven announcers had signed cards.⁷ The Respondent claimed that there were eight announcers, including Program Director Carroll, and that therefore the Union did not represent a majority. Disagreement was reached on the question of whether Carroll was an employee or a supervisor, and the Respondent insisted on an election. No mention of continuity writers was made during the conference.⁸

A Christmas party was held in the Respondent's sales office on December 23, 1950. Keller and almost all of the station personnel were present. Keller told Smith in a loud voice, "You are one of the guys who came over to my office with that so-and-so Mr. Coggeshall, that man from the NLRB, and sat down in my office and I had to listen to you. Now you are going to listen to me . . . you are no — — good . . . Why don't you quit? Don't come in tomorrow morning. Get the — out. We don't want you . . . You won't be here after the election. We will never sign the — — contract. We don't want a union . . . If anybody talked to me the way I talked to you, I would quit . . . All I have to say to you goes twice to Tony Bourg."⁹

Keller's remarks constitute interference since they contain a threat of reprisal.

B. *The alleged refusal to bargain*

The General Counsel and the Union contend that a unit composed of "all staff announcers, including regular part-time announcers and excluding the Program Director and all other employees of the Respondent" was appropriate on November 2, 1950, the date of the Union's first request for recognition. The Respondent contends that such a unit is inappropriate under the Board's decision in *West-*

⁵ There is no evidence in the case that the Respondent had a rule which prohibited union activities on its premises.

⁶ The card was not received in evidence. Haldeman testified credibly that he signed one on or about the above date.

⁷ Apparently Haldeman was not included as having signed a card.

⁸ At the hearing counsel for the Respondent contended that continuity writers should be included in the unit.

⁹ Smith testified credibly that Keller made the above remarks. Other witnesses for the General Counsel corroborated Smith's testimony in almost every respect. Keller and Martin denied that Keller made any mention of the Union or a contract. Their denials are not credited.

Chester Broadcasting Corporation, 93 NLRB 1346,¹⁰ for the reason that continuity writers are excluded.

The undersigned has found above that Program Director Carroll was a supervisory employee. Therefore, he would be excluded from the unit. If the two continuity writers also are excluded, there would be only seven employees in the unit; and the Union would have represented a majority on November 2, 1950, since the evidence shows that four announcers had signed designation cards as of that date. The result would be otherwise by including continuity writers. Accordingly, insofar as the question of majority on November 2 is concerned, the composition of the unit is vital.

Recognizing this fact, all parties have presented extensive argument in support of their contentions. While I am inclined to agree with the General Counsel and the Union on the law, I do not believe that it is necessary to discuss the applicable decisions of the Board or to resolve the issue. Assuming that the unit alleged in the complaint was appropriate on November 2, 1950, nevertheless I am convinced and find that the General Counsel failed to prove a refusal to bargain on and after that date.

As found above, Martin told Coggeshall on November 2 that the Union's request for recognition "would have to be taken up with the ownership of the radio station" and that in his opinion the Respondent would demand an election before it would recognize the Union. Coggeshall replied that he had no alternative "other than to file a petition for an election." The evidence does not show that the Union insisted on a definite answer to its request or made any attempt to meet with "ownership." Instead it instituted a representation proceeding by filing a petition with the Board on November 3. Under the circumstances and particularly in view of Coggeshall's statement to Martin, I do not believe that the Respondent was required to give any further answer.

The Respondent insisted upon an election at the conference on December 15. In my opinion, the Respondent had cause to question the Union's majority at that time, taking into consideration that the Respondent claimed that Carroll was not a supervisor. So far as the Respondent knew, the Union did not represent a majority if Carroll was included in the unit. In this connection, it is noteworthy that the Union claimed that it represented only four announcers. No mention was made of Haldeman at the meeting. Under the circumstances, I believe the Respondent's demand was made in good faith and not for the purpose of gaining time in order to undermine the Union's majority.

Accordingly, for the above reasons it is found that the Respondent did not violate Section 8 (a) (5) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with 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 unfair labor practices, the Trial Examiner will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

¹⁰ The *Westchester* case is a representation proceeding. The Board's decision is dated April 12, 1951.

CONCLUSIONS OF LAW

1. American Federation of Radio Artists, A. F. of L., is a labor organization within the meaning of Section 2 (5) of the Act.
2. The Respondent has not violated Section 8 (a) (5) of the Act.
3. By interfering with, restraining, and coercing its employees in the exercise of 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 (a) (1) of the Act.
4. 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 in this volume.]

LOCAL 404, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. L. and INTERNATIONAL ASSOCIATION OF MACHINISTS, A. F. L. *Case No. 1-CB-140. August 26, 1952*

Decision and Order

On February 7, 1952, Trial Examiner George Bokar 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. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

The Board¹ 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 brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following additions.²

1. The original charge filed on January 9, 1951, alleged that the Respondent "prior to, or about, December 5, 1950" had violated Section 8 (b) (1) and (2) of the Act by coercing certain employees into paying initiation fees and dues under threat of discharge. This charge contained no list of employees alleged to have been so coerced. On June 4, 1951, the charge was amended to allege that "since on or

¹ Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Herzog and Members Houston and Murdock].

² The Intermediate Report contains a number of typographical errors which are corrected as follows: (a) In footnote 4, the citation for *Graham Ship Repair Co.*, should be 63 NLRB 842; (b) in footnote 6, the citation for *Eclipse Lumber Company, Inc.*, should be 95 NLRB 464.