in organizational activities in behalf of the Petitioner and further, that he had no knowledge of Engelhardt's preference, if any, between the Petitioner and the Intervenor, is not refuted by any evidence offered by the Intervenor.

Investigation having revealed no evidence of disparate treatment in favor of the Petitioner in the assignment of overtime work, no material or substantial question concerning conduct affecting the results of the election has been raised by Intervenor's objection No. 2, it is recommended that said objection also be overruled.

A majority of the valid votes having been cast for Chicago Truck Drivers, Chauffeurs and Helpers Union of Chicago and Vicinity, Local 705, Independent, it is further recommended that said labor organization be certified as the exclusive bargaining representative of all outside truck drivers employed by the Employer at its McCormick Works, Chicago, Illinois, but excluding all of the experimental engineering departments, advanced engineering, dairy products engineering, and all employees at McCormick Works that are not considered part of the McCormick Works, guards, professional employees, and supervisors as defined in the National Labor Relations Act, as amended.

HENRICH LUMBER, INC. *and* PAUL AXTHELM

HENRICH LUMBER, INC. *and* PAUL AXTHELM. *Cases Nos. 3–CA–159 and 3–CA–358. September 26, 1952*

Decision and Order

On February 14, 1952, Trial Examiner Max M. Goldman issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged and was engaging in certain unfair labor practices affecting commerce, 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 brief.

The Board [1] 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 and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner with modifications noted below.

As found by the Trial Examiner, on April 12, 1949, the Respondent discharged bench hand Axthelm at the Union's request, pursuant to a clearly unlawful closed-shop contract. Axthelm thereupon filed a charge alleging that the discharge was discriminatory. On June 6,

[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].

1949, the Respondent reinstated him. On August 26, 1949, it laid him off in a reduction in force due to business reasons. On May 17, 1950, the Respondent and Axthelm signed a settlement agreement, approved by the Regional Director, which contained no provision for Axthelm's reinstatement. On July 10, 1950, Axthelm applied to the Respondent for employment. He was refused by Superintendent Bretl, although on the same day the Respondent had a bench hand vacancy, for which it rehired another laid-off employee with less seniority than Axthelm, and thereafter it hired new bench hands. In August 1950 Axthelm again applied for employment, and was referred to President Pearce, who told him that he was a "trouble-maker" and had made all the trouble he was going to make, that he should leave the premises, and that the Respondent had settled the case with him and did not want anything further to do with him.

On these facts the Trial Examiner concluded, and we agree, that the Respondent violated Section 8 (a) (1) and (3) of the Act on April 12, 1949, by discharging Axthelm at the Union's request, pursuant to the unlawful closed-shop contract. The Trial Examiner further concluded that the Respondent violated Section 8 (a) (1), (3), and (4) on and after July 10, 1950, by refusing Axthelm's application for employment because of the "trouble" he had made in connection with the earlier discharge. We agree with the Trial Examiner's conclusion as to the violations of Section 8 (a) (1) and (3). We believe that the only reasonable explanation which can be drawn from the record for Respondent's refusal to rehire an experienced hand like Axthelm, at a time when it was not only rehiring another laid-off employee with less seniority, but also new bench hands from outside, is that it was motivated by the same discriminatory factors which were operative in Axthelm's original discharge. We are not satisfied, however, that the Respondent refused Axthelm's application for reemployment for the further reason that he had filed charges under the Act. The record shows that the Respondent had reinstated Axthelm in June 1949, *after* he had filed charges, and that no further charges were filed before he applied for employment in 1950. Accordingly, we do not adopt the Trial Examiner's 8 (a) (4) finding.[2]

Order

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations

[2] We also modify the remedy section of the Intermediate Report to substitute the word "more" for the word "less" in the third sentence of the second paragraph. As modified, the sentence will provide that if computation of back pay for the period from April 12, 1949, to June 6, 1949, is *more* than the amount already paid Axthelm, the difference shall be paid to him.

Board hereby orders that the Respondent, Henrich Lumber, Inc., Buffalo, New York, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Encouraging membership in United Brotherhood of Carpenters and Joiners of America, District Council of Buffalo and Vicinity, or any other labor organization, by discriminating in regard to the hire and tenure of its employees, or any term or condition of their employment, except to the extent permitted by the proviso to Section 8 (a) (3) of the Act.

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

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

(a) Offer immediate and full reinstatement to Paul Axthelm and make him whole in the manner set forth in the section of the Intermediate Report entitled "The Remedy."

(b) Post at its plant at Buffalo, New York, copies of the notice attached to the Intermediate Report and marked "Appendix A."[3] Copies of said notice, to be furnished by the Regional Director for the Third Region, after having been duly signed by an authorized representative of the Respondent, shall be posted by the Respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that such notices are not altered, defaced, or covered by any other material.

(c) Upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, time cards, personnel records and reports, and all other records necessary to analyze the amount of back pay due.

(d) Notify the Regional Director for the Third Region in writing, within ten (10) days from the date hereof, what steps the Respondent has taken to comply herewith.

IT IS ALSO ORDERED that the complaint be dismissed insofar as it alleges independent violations of Section 8 (a) (1) of the Act and violations of Section 8 (a) (4) of the Act.

[3] However, there shall be substituted for the words "Pursuant to the Recommendations of a Trial Examiner" the words "Pursuant to a Decision and Order," and the last sentence in the text of the notice shall be omitted. In the event that this Order is enforced by a decree of the United States Court of Appeals, there shall be further substituted the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

Intermediate Report and Recommended Order

STATEMENT OF THE CASE

Upon charges filed on April 12, 1949, in Case No. 3–CA–159, and on October 30, 1950, in Case No. 3–CA–358, by Paul Axthelm, herein called the Charging Party, the General Counsel by the Regional Director for the Third Region (Buffalo, New York), of the National Labor Relations Board, herein called the Board, issued his complaint dated September 24, 1951, against Henrich Lumber, Inc., herein called the Respondent, alleging that the Respondent had engaged in and was engaging in certain unfair labor practices affecting commerce within the meaning of Section 8 (a) (1), (3), and (4) and Section 2 (6) and (7) of the Labor Management Relations Act, 1947, 61 Stat. 136, herein called the Act. Copies of the complaint and the charges, together with an order consolidating the cases and a notice of hearing, were duly served upon the Respondent and the Charging Party.

With respect to unfair labor practices, the complaint as amended alleged in substance that the Respondent had discriminated against Paul Axthelm on or about April 12, 1949, and on or about July 10, 1950, and engaged in certain independent acts of interferences, restraint, and coercion beginning in October 1948.

Pursuant to notice a hearing was held on October 9, 1951, at Buffalo, New York, before the undersigned, the Trial Examiner designated by the Chief Trial Examiner. The parties were represented by counsel. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues, was afforded the parties. The parties presented oral argument at the close of the hearing and only the General Counsel filed a brief.

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

The Respondent in the course and conduct of its business operations during the calendar year 1950, purchased raw materials, supplies, and equipment valued in excess of $1,000,000, approximately 50 percent of which was purchased from sources outside the State of New York and shipped directly to the Respondent's place of business in Buffalo, New York. During the same period, the Respondent manufactured, sold, and distributed interior woodwork, cabinets, and other related wood products and sold and distributed lumber, plywood, insulation, and other related products of a total value in excess of $1,800,000, approximately 5 percent of which was sold and shipped directly to customers located outside the State of New York. It is found that the Respondent is engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

United Brotherhood of Carpenters and Joiners of America, District Council of Buffalo and Vicinity, is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *The events*

Paul Axthelm, a bench hand, was first employed by the Respondent in 1927 on a seasonal basis until January 1944. At that time Axthelm became a regular employee and continued with the Respondent until 1945, when he voluntarily quit his employment. Axthelm returned to the Respondent's employ in December 1946, and was regularly employed thereafter until April 12, 1949, when the Respondent discharged him at the request of the United Brotherhood of Carpenters and Joiners of America, District Council of Buffalo and Vicinity, hereinafter called the Union. Axthelm thereupon filed charges with the Board the same day resulting in Case No. 3–CA–159.

The circumstances of this discharge are briefly as follows. Axthelm had been a member of the Union. About a half year prior to his discharge he and the Union became involved in a dispute which grew out of Axthelm's refusal to picket a certain job at the instruction of the Union, and a fine was assessed against him for this refusal. At this time and for several years past the Respondent and the Union had a closed-shop contract thereby exceeding the extent of union security permitted by Section 8 (a) (3) of the Act.[1] The employees had not then by referendum under Section 9 (e) authorized any form of union security. After the Union explained Axthelm's delinquency to the Respondent, the Union obtained his discharge.

After Axthelm filed the charges referred to above and also a charge against the Union, the Respondent on June 6, reinstated him to his former position as bench hand, the Respondent and the Union having explained to the Regional Office that Axthelm was being reinstated to establish a cutoff date and thereby stop the accumulation of back pay. Axthelm continued in this employment until August 26, when he was laid off in a reduction in force due to business reasons. Efforts were made to work out a settlement of the matter, but it was not until May 17, 1950, when the case was noticed for hearing that a settlement agreement between the Charging Party and the Respondent was executed and a formal hearing was not held.

This settlement agreement in Case No. 3–CA–159, approved by the Regional Director, provided, among other things, for (1) the posting of a notice to the Respondent's employees for 60 days, which notice was attached to and made part of the agreement, and which notice stated that the Respondent would, (a) not encourage membership in the Union or any other labor organization by discriminatory discharge or by discriminating in any manner in regard to hire, tenure, or any term or condition of employment, (b) not in any other manner interfere with, restrain, or coerce its employees in the right to refrain from the concerted activities guaranteed the employees under Section 7 of the Act, except to the extent that such rights may be effected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act, (c) make the Charging Party whole for any loss of pay he suffered as a result of the discrimination; (2) compliance with the terms of the notice, just described; (3) payment to the Charging Party of $515.93 to make him whole; (4) certain notice of compliance with the agreement by the

[1] Article 1 of this agreement provided:

The parties of the first part [the Respondent] hereby agrees to employ in its factory, mill or establishment, only such members of the party of the second part who are in good standing and who carry the current paid up book of the party of the second part, in accordance with the By-Laws and Constitution of the Buffalo District Council, United Brotherhood of Carpenters and Joiners of America.

Charging Party and the Respondent; (5) withdrawal of the charge and the complaint to become effective when the Regional Director was satisfied that the provisions of the agreement had been carried out. No provision was made for the reinstatement of the Charging Party. On July 27 the Regional Director notified the Respondent by letter that Case No. 3–CA–159 was closed.

In the interim, in about the middle of June and about a month after the settlement agreement was executed, Axthelm went to the Respondent's plant and was informed by Fred Bretl, the superintendent, that there was no work. Axthelm reappeared at the plant on July 10, the day the discrimination is alleged to have occurred. After observing to Bretl that the work appeared to be on the incline, he inquired of Bretl, "Can you hire me?"; and Bretl replied in the negative. Axthelm pointed out that his quarrel had been with the Union and not with the Respondent, and Bretl explained that he could see nothing wrong in hiring Axthelm when they needed men. Axthelm stated that he would return and in closing stated, "Maybe next time you can have a chance to hire me." [2]

Although the Respondent was not under any contract obligation with the Union to rehire laid-off employees, it was the Respondent's general policy to do so. The Respondent's records show that, in fact, on this day July 10, it rehired another laid-off bench hand whose services with the Respondent had commenced in May 1948, after Axthelm was first regularly employed. These records also show that 2 weeks later, on July 24, the Respondent hired a new bench hand.

On August 26 or 28, when Axthelm next applied for work he saw some bench hands working there whom he had not noticed when he was there last. Axthelm asked Bretl again for a job. Bretl stated that the last time Axthelm was there someone reported it to George H. Pearce, president of the Respondent. Bretl also stated that Pearce asked him, Bretl, what Axthelm had wanted, and he replied that Axthelm had asked for a job, and that Pearce instructed him to send Axthelm to him, Pearce, when Axthelm came in again. Axthelm thereupon went to see Pearce. Axthelm asked Pearce for a job and Pearce explained that he did not hire the men. Axthelm pointed out that some men had been hired and that there was a good deal of work at the plant. Pearce told Axthelm that he was a troublemaker and had made all the trouble he was going to make, that he should leave the premises, and that the Respondent had settled the case with him and did not want anything further to do with him.[3] Axthelm thereupon left the plant and thereafter on October 30, 1950, filed the charge in Case No. 3–CA–358, alleging post settlement agreement conduct only.

Pearce explained at the hearing that the trouble he had reference to was Axthelm's pestering or bothering everybody in the plant, and coming in all the while and talking to the men. Pearce had previously testified, however, that he did not remember having been informed that Axthelm had been in the plant and that Axthelm might have been in the plant, many times, but that he did not know about it. Pearce also explained in his testimony, on this subject, "A man keeps coming in bothering, when you don't want to hire him, he keeps bothering you in the plant, isn't that trouble?" [4] About a month after Axthelm's last application for work according to its records, the Respondent filled another bench hand job with another new employee.

As already noted, the Respondent and the Union have had contractual relations for several years. These relations were in existence at the time of the

[2] The findings as to the July 10 interview are based upon a synthesis of Axthelm's and Bretl's testimony.

[3] The findings as to this conversation between Pearce and Axthelm are based upon the testimony of both individuals.

[4] While Axthelm was in the Respondent's employ it does not appear that the Respondent experienced any difficulties as to discipline with him.

hearing and on July 10, 1950, when the discriminatory refusal to hire is alleged to have occurred. The General Counsel took the position that there was not an illegal contract between the Respondent and the Union on that date.[5]

B. *Conclusions*

The complaint in addition to a discriminatory discharge on April 12, 1949, and a discriminatory refusal to rehire on July 10, 1950, alleges certain independent violations of Section 8 (a) (1) of the Act beginning in October 1948. The record does not support these allegations of independent violations of 8 (a) (1) of the Act, and it is recommended that the complaint be dismissed in this respect.

As a defense, the Respondent urges in its answer that, "on or about the 17th day of May, 1950, the alleged unfair labor practices described in the said complaint were compromised and settled by the parties to this proceeding and as a result of such settlement, it was agreed and understood that the respondent herein be under no duty or obligation to rehire or reinstate employee, Paul Axthelm."

As noted above, the settlement agreement itself contains no provision concerning the subject of reinstating or rehiring Axthelm. It appears that the Respondent was under the impression and understood that by entering the settlement agreement, it would have no further obligations under the Act toward Axthelm.[6] There is no doubt that freedom from future obligations under the Act toward Axthelm represents, as the Respondent contends, at least one of its purposes in signing the agreement. During the negotiations it was pointed out by the Regional Office that the settlement agreement would not require a reinstatement provision in view of the fact that the Respondent had already reinstated Axthelm. The Regional Office also took the position that Axthelm was nondiscriminatorily laid off thereafter in reduction in force. Had such an agreement as the Respondent contends in fact been reached, it would be the equivalent of a grant of immunity to the Respondent for subsequent violations of the Act. This is, of course, beyond the authority of any official of the Board.

It is found on the basis of the foregoing findings of fact that the Respondent discriminatorily discharged Axthelm on April 12, 1949, at the request of the Union, thereby violating Section 8 (a) (3) and hence 8 (a) (1) of the Act. It is also found that on July 10, 1950, when there was a bench hand vacancy, and at all times thereafter that the Respondent, holding the view that it was under no further obligations under the Act as to Axthelm by virtue of the settlement agreement, refused to employ Axthelm because he had asserted his rights under Section 8 (a) (3) and because he filed charges under the Act to effectuate those rights. It is accordingly also found that on July 10, 1950, and thereafter the Respondent violated Section 8 (a) (3) and (4) and thereby violating Section 8 (a) (1) of the Act.

In making these findings the undersigned has not been unmindful of the settlement agreement entered into on May 17, 1950, and the closing of the case thereafter on July 27, pursuant to the settlement agreement. The undersigned

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[5] A union-security referendum authorizing a proper union-security provision was not held until October 1950. Case No. 3–UA–1345.

[6] Some of the Respondent's significant testimony on this point follows:

> . . . Rightfully or wrongfully I was under the impression if we complied—I say "we", I mean the Respondent, Henrich Lumber Company—complied with the affirmative requirement of the settlement agreement that that not only would be the end of the case but that would be the end of Mr. Axthelm as far as the company was concerned. That was my understanding of the agreement and that is why we signed it.

has, in accordance with the Board practice, gone behind that agreement because of subsequent violations of the Act and the settlement agreement.[7]

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 within the meaning of the Act, it will be recommended that the Respondent cease and desist therefrom and take certain affirmative actions designed to effectuate the policies of the Act.

It has been found that the Respondent discriminatorily discharged Paul Axthelm on April 12, 1949, and thereafter reinstated him on June 6, and made certain payment to him for back pay under a settlement agreement.[8] It will therefore be recommended that the Respondent be ordered to make Axthelm whole for any loss of pay he may have suffered by reason of the discrimination against him during the above period using the method of computation hereinafter described and grant to him such seniority or other rights or privileges, if any, he would have enjoyed had he been employed during this period. After the proper computation of the back pay sum is made in accordance with the Board's usual policies and practice, if the sum is less than the amount already paid Axthelm under the settlement agreement, the difference shall be paid over to Axthelm; if after this computation is made, the amount paid under the settlement agreement is more than the proper sum then the difference shall be applied to the liability for the period beginning July 10, 1950. Having found that the Respondent discriminatorily refused to rehire Axthelm beginning July 10, 1950, it will be recommended that the Respondent be ordered to offer Axthelm immediate employment with such seniority and other rights and privileges as he would have enjoyed had he been employed on July 10, if any, and further that the Respondent shall make Axthelm whole for any loss of pay he may have suffered as a result of the Respondent's discriminatory refusal to hire him from July 10, to the date employment is offered. Consistent with the Board's policy enunciated in *F. W. Woolworth*, 90 NLRB 289, it will be recommended that the loss of back pay be computed on the basis of each separate calendar quarter or portion thereof during the period from April 12 to June 6, 1949, and during the period from the Respondent's discriminatory action on July 10, 1950, in refusing Axthelm employment to the date of a proper offer of employment.

[7] *The Wallace Corporation* v. *N. L. R. B.*, 323 U S 248, 253. See, The Board's Rules and Regulations and Statements of Procedure. Series 5, Section 202.7.

[8] The record is not clear that the amount paid Axthelm by the Respondent under the settlement agreement represents the total which was arrived at by computations made in accordance with the Board's usual practice. There is some testimony by the Respondent, which arose incidentally while the Respondent sought to show the validity of its position regarding its purpose in entering into the settlement agreement, that the amount provided for in the settlement agreement represents the back pay due for this period. No basis for this conclusion was shown. The amount of back pay due in an individual case is not, as a matter of Board practice, an issue at this stage of the proceeding but is normally left for the compliance stage. The parties did not seek to litigate this matter and it is not disposed of here.

The quarterly periods, hereinafter called quarters, shall begin with the first day of January, April, July, and October. Loss of pay shall be determined by deducting from a sum equal to that which these employees normally would have earned for each quarter or portion thereof, their net earnings (*Crossett Lumber Company*, 8 NLRB 440; *Republic Steel Corporation* v. *N. L. R. B.*, 311 U. S. 7), if any, in other employment during that period. Earnings in one particular quarter shall have no effect upon the back-pay liability for any other quarter. It is also recommended that the Respondent be ordered to make available to the Board upon request payroll and the other records to facilitate the checking of the back pay due.

The Respondent's infractions of the Act, herein found, disclose a fixed purpose to defeat the self-organization and its objectives. Because of the Respondent's unlawful conduct and its underlying purposes, the undersigned is persuaded that the unfair labor practices found are related to the other unfair labor practices proscribed by the Act, and that the danger of their commission in the future is to be anticipated from the course of the Respondent's conduct in the past. The preventative purposes of the Act will be thwarted unless the remedial order is coextensive with the threat. In order, therefore, to make effective the interdependent guarantee of Section 7, to prevent a recurrence of the unfair labor practices, and thus to effectuate the policies of the Act, it will be recommended that the Respondent be ordered to cease and desist from infringing in any manner upon the rights guaranteed by Section 7 of the Act.

On 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. United Brotherhood of Carpenters and Joiners of America, District Council of Buffalo and Vicinity, is a labor organization within the meaning of Section 2 (5) of the Act.

2. By discriminating with regard to the hire and tenure of Paul Axthelm, on April 12, 1949, and July 10, 1950, thereby encouraging membership in the United Brotherhood of Carpenters and Joiners of America, District Council of Buffalo and Vicinity, and because he filed charge under the Act the Respondent engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (3) and (4) of the Act.

3. By thus 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.

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

5. The Respondent has not engaged in any independent violations of Section 8 (a) (1) of the Act.

[Recommendations omitted from publication in this volume.]

Appendix A

Notice to All Employees

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, in order to effectuate the policies of the Labor Management Relations Act, we hereby notify our employees that:

WE WILL NOT encourage membership in UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, DISTRICT COUNCIL OF BUFFALO AND VICINITY, or

any other labor organization, by discriminatorily discharging any of our employees, by refusing to employ any person or discriminating in any other manner in regard to their hire or tenure of employment or any terms or conditions of employment.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed under Section 7 of the Act, except to the extent that such rights 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.

WE WILL offer Paul Axthelm immediate and suitable employment and make him whole for any loss of pay or other rights and privileges he may have suffered as a result of the discrimination.

All employees are free to become, remain, or refrain from becoming members of the above-named union or any other labor organization except to the extent that the right to refrain may be affected by lawful agreement requiring membership in a labor organization as a condition of employment. We will not discriminate against any employee or applicant for employment in regard to his hire or tenure of his employment or any term or condition of employment because of, or the lack of, membership in or activity on behalf of any such labor organization. Nor will we discriminate against any employee because he has filed charges under the Act.

HENRICH LUMBER COMPANY, 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.

ACE HANDLE CORPORATION *and* ARVIL PURIFOY. *Case No. 15–CA–351. September 30, 1952*

Decision and Order

On February 27, 1952, Trial Examiner Reeves R. Hilton 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 both the Respondent and the General Counsel filed supporting briefs. The Respondent's request for oral argument was denied inasmuch as the record and brief, in our opinion, adequately reflects the issues and positions of the parties.

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 [Members Houston, Murdock, and Styles].