JOHNSTON LAWN MOWER CORPORATION *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL. *Case No. 15–CA–589. December 16, 1954*

Decision and Order

On February 18, 1954, Trial Examiner George A. Downing 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, both the Respondent and the General Counsel filed exceptions to the Intermediate Report, and supporting briefs.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in the case, and hereby adopts the Trial Examiner's findings, conclusions, and recommendations, except to the extent that the recommended order and notice are modified herein.

All that is involved in this case is the legality of the restriction, imposed by the Respondent upon its employees, against soliciting fellow workers, both during and outside of working hours, to join in a common effort to establish a union in the plant. The Board considered this same restriction, called a broad no-solicitation rule because it applied on company property at all times, in a previous representation case,[1] and found that it was unlawful because it extended to the employees' own time. We also further found that, so long as the Respondent continued in this manner improperly to impede the employees in their statutory right to self-organization, its own antiunion campaign in the plant was unlawful.

The question before us here is not whether an employer has a right to address its employees in its plant on matters relating to union activities.[2] Nor are we now concerned with its right to exclude outsiders from its premises.[3] The facts are clear. As the Trial Examiner found, and as appeared in the earlier proceeding, the Respondent imposed too restrictive a limitation upon its employees' freedom of action. Accordingly, like the Trial Examiner, we find that the Respondent violated Section 8 (a) (1) of the Act (1) by maintaining a rule prohibiting solicitation on company property during nonworking hours, and

[1] *Johnston Lawn Mower Corporation,* 107 NLRB 1086.

[2] See *Livingston Shirt Corporation et al*, 107 NLRB 400 and *N. L. R. B.* v. *American Tube Bending Co, Inc.*, 205 F. 2d 45 (C A. 2).

[3] *Monsanto Chemical Company,* 108 NLRB 1110

(2) by campaigning against the Union on company time and property while enforcing such rule.[4]

Order

Upon the entire record in the 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, Johnston Lawn Mower Corporation, its officers, agents, successors, and assigns, shall:

1. Cease and desist from interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Association of Machinists, AFL, or any other labor organization, by maintaining a rule forbidding solicitation on company property during nonworking time.

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

(a) Post in its plant at Brookhaven, Mississippi, copies of the notice attached hereto.[5] Copies of said notice, to be furnished by the Regional Director for the Fifteenth Region, shall, after being duly signed by the Respondent, be posted by the Respondent immediately upon receipt thereof and maintained for sixty (60) consecutive days thereafter 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.

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

MEMBER BEESON, dissenting:

I dissent from the determination of the majority that Respondent violated Section 8 (a) (1) by maintaining and discriminatorily enforcing its no-solicitation rule.

The pertinent facts are as follows: For some time before the events involved herein, Respondent had in effect a rule prohibiting solicitation, or distribution of materials, on company property, without the

[4] Cf *N L R B* v *F W Woolworth*, 214 F 2d 78 (C. A 6). We are of the opinion that the *Woolworth* case, wherein the court denied enforcement of the Board's remedial order, is not here controlling. In the *Woolworth* case the court was confronted with a valid no-solicitation rule, whereas in this case the no-solicitation rule is clearly invalid. As stated by the court in the *American Tube Bending* decision, which decision the court in the *Woolworth* case does not challenge, the refusal to allow any solicitation on an employer's premises during nonworking hours constitutes an unfair labor practice in those cases where the employer is not engaged in the operation of a retail store Consequently, and inasmuch as the decision in the *Woolworth* case stresses the fact that the no-solicitation rule involved therein was a valid one, we consider the two cases distinguishable both in fact and in law

[5] In the event that 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."

express approval of the assistant manager. Shortly before the election, Respondent made several speeches on company time and property concerning union matters or the election and, in a number of instances, distributed related memoranda or letters.[6] Union representatives thereafter requested equal opportunity to address the employees and to distribute memoranda, which request was denied by Respondent. The employees themselves neither sought nor were refused express permission to solicit and distribute material on behalf of the union. The employees in fact engaged in various organizing activities during working time, such as wearing union buttons, caps, and T-shirts, *without* objection by management. There is no serious contention either that the union organizers lacked reasonable access to the employees, or that they were unduly hindered in their organizational efforts by Respondent's action.

The majority finds, and I fully agree, that the subject matter of Respondent's speeches and literature was not violative of the Act. The majority nevertheless concludes that the promulgation and the so-called discriminatory enforcement of the no-solicitation rule were unlawful. I cannot agree.

Without deciding whether the promulgation of a broad no-solicitation rule would be unlawful under other circumstances, here the employees were not only never denied express permission to engage in organizational activities on plant property, but, in addition, they actually engaged in some forms of such activities on company time and property without company objection or censure. Under these circumstances, it is obvious that the promulgation of the no-solicitation rule could not and did not constitute unlawful interference with the employees' concerted actions.

The sole remaining basis for the majority determination is therefore the fact that the rule was enforced against *union* organizers who were denied the same right as Respondent to distribute material and speak to the employees on company time and premises. Stated in other words, the majority is holding that an employer who exercises his protected right to confer in a noncoercive manner with his employees violates the Act unless he also dedicates his property and working time to the *union's* organizing campaign. To hold that an employer must thus underwrite the union's organizational efforts as a condition to expressing and disseminating his own views and opinions—despite the reasonable availability of other facilities to the union—is contrary to Section 8 (c) of the Act [7] and is in direct conflict with the reasoning

[6] The record is not clear as to whether the Company's distribution of literature occurred on working or nonworking time

[7] Section 8 (c) provides that: "The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit."

of the court in *N. L. R. B.* v. *F. W. Woolworth*, 214 F. 2d 78 (C. A. 6), setting aside 102 NLRB 581.

In the *Woolworth* case, the analogous question arose as to whether a company which had in effect a rule prohibiting solicitation without approval and which addressed its employees on company time and property regarding unionization, violated the Act by refusing equal opportunity to the union agents to address the employees, there being adequate facilities in the immediate area for union contact. The Board found a violation because of an alleged discriminatory application of the no-solicitation rule. The court reversed the Board, Judge Allen stating, among other things (at p. 81):

> . . . In light of the sweeping statutory provision [Section 8 (c)] and the legislative history a no-solicitation rule cannot prevent an employer from conferring with his own employees on his own premises and on his own time and the rule is not discriminatorily applied because of the employer's refusal to permit the union to campaign on its premises when there are adequate facilities for access to the employees.[8]

The instant case of course provides even stronger circumstances than *Woolworth* for refusing to undermine the Respondent's statutory right to confer with its own employees, and its traditional control over its own property and working time. For here, the employees themselves were in effect granted permission to engage in campaign activity during working time without company interference.

Under all the circumstances, I would find that Respondent did not violate the Act[9] and I would dismiss the complaint in its entirety.

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

[8] Judge Miller concurred in the opinion of Judge Allen, without deciding what position he would take if the employer's conduct had involved nonworking time However, the latter situation, so far as the present record shows, did not prevail in the case before us

[9] Although there is dictum in the *Livingston Shirt* case, cited by the majority, indicating that the denial of equal access to a union would be unlawful if a broad no-solicitation rule was maintained, that point was not in issue in the case and the decision issued before the *Woolworth* decision mentioned above · in any event, I did not participate in, and therefore do not feel bound by, the *Livingston Shirt* determination. As to the *American Tube* case also cited by the majority, I am more persuaded by the dissenting opinion of Judge Swain in the related *Bonwit Teller* decision, upon which the court relied in *American Tube*. Moreover, the court, in *American Tube*, was not presented with the present situation where the plant employees were *not* in fact circumscribed in their activities.

Appendix

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 right to self-organization, to form labor organizations, to join or assist International Association of Machinists, AFL, or any other labor organization, by maintaining a rule forbidding solicitation on company property during nonworking time.

JOHNSTON LAWN MOWER 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.

Intermediate Report and Recommended Order

STATEMENT OF THE CASE

This proceeding, brought under Section 10 (b) of the National Labor Relations Act as amended (61 Stat. 136), was heard in Brookhaven, Mississippi, on November 30, 1953, pursuant to due notice. The complaint, issued on August 12, 1953, by the General Counsel of the National Labor Relations Board,[1] and based on charges duly filed and served, alleged in substance that Respondent had engaged in unfair labor practices proscribed by Section 8 (a) (1) of the Act by maintaining an illegal no-solicitation rule; by engaging in surveillance of union activities; by threatening reprisals, loss of employment or plant shutdown, and loss of opportunities for promotion because of union activities or if representation by the Union were voted; by promising economic benefits if the Union were rejected; and by distributing antiunion memoranda on company property and making various addresses on company time concerning union activities and concerning a representation election, while maintaining a no-solicitation rule and while refusing the Union's request for similar privileges. Respondent by its answer filed August 21, denied the alleged unfair labor practices.

All parties were represented at the hearing by counsel or by representatives and were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce relevant evidence, to argue orally, and to file briefs and proposed findings of fact and conclusions of law. Briefs have been filed by the General Counsel and the Respondent.

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

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

Respondent, a wholly owned subsidiary of Jacobson Manufacturing Company, of Racine, Wisconsin, is a Mississippi corporation with its principal office and place of business and a plant in Brookhaven, where it is principally engaged in the manufacture and sale of lawnmowers. It began operations at its Brookhaven plant in November 1952. During the 3 months commencing January 1, 1953 (a representative period), Respondent purchased materials in the approximate value of $100,000, substantially all of which were purchased outside the State, and during the same period Respondent sold finished products valued in excess of $100,000, of which more than 50 percent was sold and shipped to customers outside the State.

[1] The General Counsel and his representative at the hearing are referred to herein as the General Counsel and the National Labor Relations Board as the Board. Johnston Lawn Mower Corporation is referred to as Respondent and as the Company and the charging union as the Union.

The summary of the pleadings includes amendments made at the hearing. All events occurred in 1953 unless otherwise specified.

Respondent is therefore engaged in interstate commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The Union is a labor organization which admits to membership employees of Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Conduct affecting the election*

This case involves mainly an application of the new rules which the Board recently laid down (*Livingston Shirt Corporation, et al.*, 107 NLRB 400; *Peerless Plywood Company*, 107 NLRB 427), in discarding its former broad *Bonwit Teller* doctrine,[2] to govern speeches by employer and union spokesmen on company time and property prior to Board-conducted elections. Furthermore, the subject matter of the present complaint proceeding is largely identical with that of objections to conduct affecting the results of the election in a pending representation case involving the same Company (Case No. 15–RC–908). It will, therefore, be helpful to review briefly the salient facts in the representation proceeding, as established in part by stipulation herein and in part by taking official notice of the Board's formal files.

The Union filed its representation petition on March 23, and after a scheduling and rescheduling of a hearing by the Regional Director, Respondent and the Union on April 13 entered into a stipulation for consent election. An election was thereupon scheduled for and held on May 8, between 11 a. m. and 12 noon, resulting in a vote of 51 for, and 56 against, the Union, with 1 challenged ballot. On May 13, the Union filed objections to conduct of the election and to conduct affecting the results of the election. After investigation of said objections, the Regional Director issued his report on August 14, finding that 6 of the objections raised no material or substantial issues, but that 3 of them did, and recommending that the Board set aside the election and direct a new one.

On August 20, the Respondent filed exceptions to that report; and on February 5, 1954, the Board issued its Decision (107 NLRB 1086) in which it sustained the Regional Director's finding in part (later more fully adverted to), found that Respondent's conduct had interfered with the employees' freedom of choice in the selection of a bargaining representative, set the election aside, and directed that a new election be held when the Regional Director should determine that the circumstances permit the free choice of a bargaining representative.

In the following respects, Respondent's acts and conduct are common to both the complaint and the representation proceedings:

Respondent had in effect a rule forbidding any solicitation or distribution of handbills, etc., on company property for any reason whatsoever, without the express approval of the assistant manager. From April 10 through May 7, Respondent issued some 12 letters or memoranda concerning the election or matters relating to union representation, at least 2 of which were distributed to employees in the plant. On April 6, April 27, and May 7, Respondent's vice president, H. M. May, made speeches to employees on company time and property concerning union matters or the election.

On April 16, the Union wrote Respondent requesting that it be accorded equal opportunities to address employees on company time and property, to distribute letters to employees on company property, and to mail letters to employees, in reply to Respondent's letters, by use of Respondent's mailing list of employees. On April 24, Respondent denied the Union's request, though it continued to mail and to distribute memoranda to employees, and though it made two more speeches on company time and property.

Passing on the foregoing facts, the Regional Director found that: (1) The company's antisolicitation rule was *per se* an unlawful restriction on the activities of its employees; (2) Respondent's refusal to permit the Union to distribute letters or handbills on company property, or to address the employees, as Respondent had done, or to supply the Union with a mailing list of the employees, raised material and substantial issues affecting the results of the election; and (3) a portion of the contents of one of Respondent's memoranda distributed in the plant on May 7 constituted implied threats of shutdown or job loss if employees voted for the Union.

---

[2] *Bonwit Teller, Inc.*, 96 NLRB 608. And see *Metropolitan Auto Parts, Incorporated*, 102 NLRB 1634; *Seamprufe, Incorporated*, 103 NLRB 763; *Onondaga Pottery Company*, 103 NLRB 770; *Stow Manufacturing Co.*, 103 NLRB 1280.

The Board agreed with the Regional Director's finding that Respondent's no-solicitation rule was illegal, since it applied to the employees' own time, citing the *Livingston Shirt* case, *supra*. It observed further that:

> Here we are confronted not merely with the existence of such a rule but with the Employer's discriminatory enforcement of the rule which we find was reasonably calculated to, or tended to, interfere with the election. [Citing *Bonwit Teller, Inc.*, v. *N. L. R B.*, 197 F. 2d 640 (C. A. 2), cert denied 345 U. S. 905; *N. L. R. B.* v. *American Tube Bending Co.*, 205 F. 2d 45 (C. A. 2).]

In view of its disposition of the case (election set aside; new election ordered), the Board found it unnecessary to pass upon the other grounds which the Regional Director had found warranted the setting aside of the election.

In the present proceeding it is necessary to determine the extent to which Respondent's foregoing conduct constituted *unfair labor practices* as distinguished from mere interference with the election. The no-solicitation rule was unquestionably illegal, as the Board held in the representation case, not only because it applied to the employees' own time, but because Respondent discriminatorily enforced it by itself campaigning against the Union on company time and property while denying the Union's requests for equal access to the employees.[3] Consequently, Respondent's refusal to accord the Union, on its timely request, equal opportunities to reply to May's speeches on company time and property and to distribute literature in the plant under the same circumstances as Respondent had done so [4] was also an unfair labor practice.[5] *Livingston* and *Peerless* cases, *supra*

Questions remain whether either the speeches or the written memoranda contained matter violative of Section 8 (a) (1). Though the General Counsel concedes in his brief that the speeches contain nothing of a coercive nature, he argues, nevertheless, that under the *Peerless Plywood* and *Livingston* cases, the making of the last speech should be found violative of the Act because it came within 24 hours prior to the election. Even were his premise assumed to be correct, the General Counsel is mistaken in his conclusion that the making of such a noncoercive speech constitutes an unfair labor practice, for it is clear from the cited cases that in announcing its new rule, prohibiting either employers or unions from making election speeches on company time on or off company property within 24 hours of the scheduled time of the election, the Board expressly limited it to *election cases*. Though a speech which violates the new rule is thus ground for setting the election aside, it does not constitute an *unfair labor practice* unless it is of coercive content.

The General Counsel also attacks as violative of the Act Respondent's memorandum No. 10, of May 4, and memoranda Nos. 11 and 12, of May 7, but his position is considerably weakened by his pleadings and by the Regional Director's report. Thus, acting as the General Counsel's representative, the Regional Director, in his complaint issued on August 12, characterized only the memoranda of April 13 and May 7 as *antiunion*; and in issuing his report to the Board on August 14, the Regional Director found that none of Respondent's memoranda exceeded the permissive limits of Section 8 (c) save for the following portion of memorandum No. 12, distributed on May 7:

> The Union says—H. M. May signed a union contract with IAM Lodge 1465—*This is the same H. M. May telling you that our plant in Iowa is shut down*—

---

[3] The discrimination being apparent from those facts, Turpin's testimony is immaterial that Respondent never told employees they could not engage in union activities on company time and property and never reprimanded them for doing so Furthermore, there is no evidence that the employees were affirmatively informed that they were free to disregard the company's broad no-solicitation rule, to the existence of which it called attention as late as May 1 and 6

[4] Respondent offered evidence that it made no attempt to prevent nonemployees from approaching the company property up to its *property line*, and it argues that the Union therefore had access to the employees immediately outside the plant Actually, the plat of Respondent's property shows that the employee entrances to the plant were a substantial distance inside the property lines; but even if Respondent's conclusion were accepted, it is obvious that equal opportunities were not available to the Union in the distribution of literature.

[5] The complaint does not allege and the General Counsel does not contend that Respondent's denial to the Union of access to its mailing list of employees constituted an unfair labor practice. Furthermore, the evidence shows that the Union was able otherwise to prepare a mailing list of its own by which it reached substantially all of the employees in the unit in which it was soliciting.

gone forever. The men working for us in Iowa are without jobs. Would you rather be an *ex-employee* who used to make big pay—or one who is at work now at good pay which will get better as your company can afford it?

Our Iowa plant produced union-made lawn mowers. It is out of business today. Suppose the union demands a raise in pay and we do not give it—what will they tell you to do?

Who is going to stand by you if these strangers get you in trouble and hurriedly leave town?

Be wise. Be right. Vote *No!*

The Trial Examiner finds that none of Respondent's memoranda exceeded the permissive limits of Section 8 (c). Considered as a whole, they were legitimate pieces of campaign propaganda; and when viewed in context, the specific portions excerpted and relied upon by the General Counsel contain neither implied promises of benefits not to select collective representation nor implied threats of reprisals in event the plant were unionized. For example, the portion of the memorandum above, which was found objectionable by the Regional Director, related to and answered a claim by the Union that May had signed a union contract covering Respondent's Iowa plant which called for higher wages than Respondent was paying at Brookhaven. Respondent's reply to that campaign argument was that the Iowa plant was shut down and that those employees were without jobs; it invited comparison of the situation of the ex-employees of the Iowa plant at their former higher rates of pay with that of current employment at Brookhaven at rates Respondent could afford.

Though the suggested comparison may have been an odious one to the Union, it was one which the Union had invited by its own propaganda; it was, as well, devoid of suggestion either that the closing of the Iowa plant was due to the fact of its unionization or that the Brookhaven plant would close in event it, too, were unionized.

B. *Other alleged unfair labor practices*

Aside from the conduct involved in the representation case, there is no substantial evidence that Respondent engaged in other conduct which was violative of the Act. Mrs. Lee Davis testified that Charles Kraner (Respondent's personnel manager) once asked her the name of an employee who wore a union button and asked his secretary to make a note of it, and that Turpin also once asked her the name of an employee who wore a union button. Kraner and Turpin denied making such inquiries, and their denials are credited in view of Mrs. Davis' apparent animus resulting from the circumstances surrounding her subsequent discharge.

The only other evidence offered by the General Counsel was the testimony of Fleet H. Wallace as to conversations, some 3 or 4 weeks after the election, with Harold E. Graham, plant superintendent, and Vernon Hartgraves, foreman of the press department, concerning the question of promotion to foreman of the toolroom. The crucial portions of Wallace's testimony involved an alleged reference by Graham to the "union mess," and by Hartgraves to the fact that Wallace had been passed over for promotion, in favor of Howard McKee, because of Wallace's "mistake" about union buttons. Both Graham and Hartgraves denied their alleged references to the Union, and denied also that Wallace's union membership or the wearing of the union button played any part in McKee's selection for promotion.

Turpin testified that Graham had discussed with him the question of filling the foreman's post; that in making the selection they made, as usual, a comparative evaluation of the two men on the basis of knowledge, skill, personality, attitude, etc., and found that McKee ranked higher. Turpin testified that no reference was made to the question of the union activities of either man, that the question did not enter into the selection, and that, in fact, so far as he knew, all the toolroom employees were union members, as indicated by the wearing of union buttons.

Indeed, Wallace admitted on cross-examination that all toolroom employees, *including McKee,* had worn union buttons at one time. That significant corroboration of the testimony of Respondent's witnesses on a crucial point substantially confirms their testimony that Wallace's union activities played no part in McKee's promotion, and is persuasive in discrediting Wallace's testimony generally, particularly in view of the denials by Graham and Wallace.

Upon the basis of the above findings of fact and upon the entire record in the case, the Trial Examiner makes the following:

CONCLUSIONS OF LAW

1. Respondent's activities set forth in section III, above, occurring in connection with Respondent's operations 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 thereof.

2. The Union is a labor organization within the meaning of Section 2 (5) of the Act.

3. By maintaining a rule forbidding solicitation on company property during non-working time, and by discriminatorily applying its no-solicitation rule by denying to the Union, upon its timely request, equal opportunities to reply to Respondent's speeches concerning the Union and the election or to distribute union literature in the plant under circumstances comparable to its own distribution of literature concerning said subjects, Respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1), affecting commerce within the meaning of Section 2 (6) and (7).

THE REMEDY

It having been found that Respondent has engaged in unfair labor practices, it will be recommended that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

[Recommendations omitted from publication.]

EASTERN MASSACHUSETTS STREET RAILWAY COMPANY *and* THE GENERAL CONFERENCE COMMITTEE OF BOSTON, AFFILIATED WITH AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA, AFL *and* LOCAL DIVISION 280, AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA, AFL, PARTY TO THE CONTRACT

EASTERN MASSACHUSETTS STREET RAILWAY COMPANY *and* DOUGLAS HOLDER, LYNWOOD M. HYDE, DONALD M. GAGNON, RAYMOND F. MCCARTHY, FRANCIS T. SHANNON, ERNEST Z. MARCOTTE

EASTERN MASSACHUSETTS STREET RAILWAY COMPANY *and* LOCAL DIVISIONS 174, 235, 238, 240, 243, 246, 253, 261, 280, 373, and 503, AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA, AFL *and* LOCAL DIVISION 280, AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA, AFL, PARTY TO THE CONTRACT

EASTERN MASSACHUSETTS STREET RAILWAY COMPANY *and* LEROY F. LAPHAM AND LAWRENCE F. CLARK

LOCAL 235, AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA, AFL *and* LEROY F. LAPHAM AND LAWRENCE F. CLARK. *Cases Nos. 1-CA-1390, 1-CA-1374, 1-CA-1287, 1-CA-1335, and 1-CB-213. December 16, 1954*

Decision and Order

On September 18, 1953, Trial Examiner Frederic B. Parkes, 2nd, issued his Intermediate Report in the above-entitled proceeding, find-