In the instant case, there is no question as to the untimeliness of the exceptions. The only question presented is whether the Board's policy as set forth above should be set aside so that the IUE–CIO exceptions may be received. We do not believe that the reasons advanced by the IUE–CIO are sufficiently persuasive to cause us to deviate from our established policy. This conclusion is particularly compelling in view of the fact that by a telegram on April 22, 1955, the Board advised the IUE–CIO that the date for filing exceptions had been extended to and not beyond May 2, 1955. Further, the IUE–CIO attorney admits that this telegram was received in his office on the date it was sent. Under these circumstances, we shall deny the IUE–CIO's request that its exceptions be deemed to have been filed on May 2, 1955.

[The Board denied the motion.]

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

National Truck Rental Company, Inc. *and* Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, and District Lodge No. 67, International Association of Machinists, AFL, (Local 1486). *Case No. 5–CA–932. September 19, 1955*

DECISION AND ORDER

Upon a charge duly filed on January 17, 1955, by Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and District Lodge No. 67, International Association of Machinists, AFL, (Local 1486), jointly, herein collectively called the Union, the General Counsel of the National Labor Relations Board, herein called the General Counsel, by the Regional Director for the Fifth Region, issued a complaint dated April 15, 1955, against National Truck Rental Company, herein called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the Act. Copies of the complaint, the charge, and notice of hearing were duly served upon the Respondent and the Union on or about April 15, 1955.

With respect to the unfair labor practices, the complaint alleges, in substance, that on or about November 17, 1954, and at all times thereafter, down to and including the issuance of the complaint, the Respondent refused to bargain collectively with the Union as the exclusive representative of all employees in an appropriate unit,

although on November 9, 1954, the Board had certified the Union as the exclusive representative of all employees in the unit for the purposes of collective bargaining,[1] and that the Union was on July 23, 1954, and has been since that date, the exclusive representative of all employees in the unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

On or about April 22, 1955, the Respondent filed an answer admitting, among other allegations, the allegation that the Union had requested the Respondent to bargain collectively in respect to rates of pay, wages, hours of employment, and other conditions of employment, with the Union as the exclusive representative of all employees in the unit, but denying those portions of the complaint which allege in substance that: The Respondent is engaged in commerce within the meaning of the Act; on July 23, 1954, a majority of the employees of the Respondent in the appropriate unit designated the Union as their representative for the purposes of collective bargaining with the Respondent, following a Board-ordered election; the Union is now their exclusive representative; and on and after November 17, 1954, the Respondent refused to bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit.

Thereafter all parties entered into a stipulation which set forth an agreed statement of facts. The stipulation provides that the parties thereby waive their rights to a hearing and to the taking of testimony and the submission of further evidence before a Trial Examiner, the Board, or any member thereof, and to the preparation and filing of an Intermediate Report and Recommended Order, and to the making and issuance of proposed findings of fact and conclusions of law by the Board. The stipulation further provides that, upon such stipulation and the record as therein provided, the Board may issue its Decision and Order or make any disposition of this matter, which it could have made if a hearing had been held before a Trial Examiner, the Board, or any member thereof.

The aforesaid stipulation is hereby approved and accepted and made a part of the record in this case. In accordance with Section 102.45 of National Labor Relations Board Rules and Regulations—Series 6, as amended, and the Order of the Board dated May 17, 1955, this proceeding was duly transferred to and continued before the Board.

Upon the basis of the aforesaid stipulation, the record and proceedings in Case No. 5–RC–1397, and the entire record in this case, the

[1] See Second Supplemental Decision and Certification of Representatives, *National Truck Rental Company, Inc.*, 110 NLRB 838

Board, having duly considered the brief filed by the Respondent, makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The Respondent is now, and has been at all times hereinafter mentioned, a corporation, organized and existing by virtue of the laws of the State of Maryland, and having its principal office and place of business in the District of Columbia. The Respondent is now, and has been at all times material herein continuously engaged in, the business of renting passenger cars and trucks at its four establishments, at 2316 Georgia Avenue, N. W.; 125 Q Street, N. E.; and 1709 L Street, N. W., in the District of Columbia, and at the Washington National Airport, respectively. During the calendar year 1954, the Respondent rendered services valued in excess of $200,000 to business firms which are themselves engaged in interstate transportation by truck, or which annually ship out of the State of jurisdiction in which they are located, goods valued in excess of $50,000.

As the Respondent's operations are located in the District of Columbia, where the Board asserts jurisdiction on a plenary basis,[2] we find that the Respondent is engaged in commerce, and that it will effectuate the purposes and policies of the Act to assert jurisdiction in the instant case.

II. THE LABOR ORGANIZATIONS INVOLVED

Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, and District Lodge No. 67, International Association of Machinists, AFL, (Local 1486), are labor organizations as defined in Section 2 (5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *The appropriate unit and representation by the Union of a majority therein*

We find that all production and maintenance employees of the Respondent at its four automobile and truck rental establishments, at 2316 Georgia Avenue, N. W.; 125 Q Street, N. E.; and 1709 L Street, N. W., in the District of Columbia, and at the Washington National Airport, respectively, including auto and truck mechanics, body and fendermen, tiremen, washers, porters, servicemen, and helpers, but excluding office employees, clerical employees, guards, watchmen, and working foremen and other supervisors as defined in the Act, presently constitute, and have at all times since January 29, 1954, constituted a

[2] *M. S. Ginn & Company*, 114 NLRB 112

unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

We also find that since July 23, 1954, on which date a majority of the employees in the appropriate unit designated the Union as the exclusive representative of all employees in the above unit for the purposes of collective bargaining,[3] the Union has been the exclusive representative of all employees in the unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

B. *The refusal to bargain*

The Respondent admits that on November 16, 1954, November 29, 1954, January 6, 1955, and February 1, 1955, respectively, the Union, by registered letters received by the Respondent in the normal course of mail, made four independent requests upon the Respondent to bargain collectively, with respect to rates of pay, wages, hours of employment, and other conditions of employment, with the Union as the exclusive representative of all employees in the unit, and that up to and including the date of issuance of the complaint, the Respondent failed to reply to any of these requests. Accordingly, we find that the Respondent thereby violated Section 8 (a) (5) and (1) 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 its operations as described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

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

CONCLUSIONS OF LAW

1. Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, and District Lodge No.

[3] We reject, as without merit, the contentions raised by the Respondent in its brief with respect to the validity of the instant proceeding and the representation proceeding in Case No. 5–RC–1397 and the Union's certification based thereon, contentions identical with those which we have already overruled in the representation proceeding. A review of that proceeding affirms our opinion of the correctness of those rulings. The Respondent's brief raises no new or novel issues.

67, International Association of Machinists, AFL, (Local 1486), are labor organizations as defined in Section 2 (5) of the Act.

2. All employees engaged in maintaining, repairing, and servicing motor vehicle equipment at the Respondent's automobile and truck rental establishments at 2316 Georgia Avenue, N. W.; 125 Q Street, N. E.; and 1709 L Street, N. W., in the District of Columbia, and at the Washington National Airport, including auto and truck mechanics, body and fendermen, tiremen, washers, porters, servicemen, and helpers, but excluding office employees, clerical employees, guards, watchmen, and working foremen and other supervisors as defined in the Act, presently constitute, and have at all times since July 23, 1954, constituted, a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, and District Lodge No. 67, International Association of Machinists, AFL, (Local 1486), jointly, were on July 23, 1954, and at all times thereafter have been, the exclusive representative of all employees in the aforesaid unit for the purpose of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By refusing on or about November 17, 1954, and at all times thereafter, to bargain collectively with Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, and District Lodge No. 67, International Association of Machinists, AFL, (Local 1486), jointly, as the exclusive representative of all employees in the aforesaid appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) and (1) of the Act.

5. 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, the National Labor Relations Board hereby orders that the Respondent, National Truck Rental Company, Inc., and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, and District Lodge No. 67, International Association of Machinists, AFL, (Local 1486), jointly, as the exclusive representative of all employees engaged in maintaining, repairing, and servicing motor vehicle equipment at the Respondent's automobile and truck rental establishments at 2316 Georgia Avenue, N. W.; 125 Q Street, N. E.; and 1709 L Street, N. W., in the District of Columbia,

and at the Washington National Airport, including auto and truck mechanics, body and fendermen, tiremen, washers, porters, servicemen, and helpers, but excluding office employees, clerical employees, guards, watchmen, and working foremen and other supervisors as defined in the Act.

(b) Interfering in any other manner with the efforts of Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, and District Lodge No. 67, International Association of Machinists, AFL, (Local 1486), jointly, to negotiate for, or to represent the employees in the aforesaid bargaining unit as their exclusive bargaining agent.

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

(a) Upon request, bargain collectively with Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, and District Lodge No. 67, International Association of Machinists, (Local 1486), jointly, as the exclusive representative of all employees engaged in maintenance, repairing, and servicing motor vehicle equipment at the Respondent's automobile and truck rental establishments at 2316 Georgia Avenue, N. W.; 125 Q Street, N. E.; and 1709 L Street, N. W., in the District of Columbia, and at the Washington National Airport, including auto and truck mechanics, body and fendermen, tiremen, washers, porters, servicemen and helpers, but excluding office employees, clerical employees, guards, watchmen, and working foremen and other supervisors as defined in the Act with respect to rates of pay, wages, hours, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement.

(b) Post at its establishments at 2316 Georgia Avenue, N. W.; 125 Q Street, N. E.; and 1709 L Street, N. W., in the District of Columbia, and at the Washington National Airport, copies of the notice attached hereto, marked "Appendix A."[4] Copies of said notice, to be furnished by the Regional Director for the Fifth Region, shall, after being signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for a period of 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.

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

[4] In the event that this order is enforced by a decree of a Circuit 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 Circuit Court of Appeals, Enforcing an Order."

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 bargain collectively upon request with Local 639, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, and District Lodge No. 67, International Association of Machinists, AFL, (Local 1486), jointly, as the exclusive representative of employees in the bargaining unit described herein with respect to rates of pay, wages, hours, and other conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement.

The bargaining unit is:

All employees engaged in maintaining, repairing, and servicing motor vehicle equipment at our automobile and truck rental establishments at 2316 Georgia Avenue, N. W.; 125 Q Street, N. E.; and 1709 L Street, N. W., in the District of Columbia, and at the Washington National Airport, including auto and truck mechanics, body and fendermen, tiremen, washers, porters, servicemen, and helpers, but excluding office employees, clerical employees, guards, watchmen, and working foremen and other supervisors as defined in the Act.

NATIONAL TRUCK RENTAL 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.

M. S. Ginn & Company *and* Warehouse Employees Union, Local No. 730, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, Petitioner.
Case No. 5–RC–1658. September 19, 1955

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before William C. Humphrey, Sr., hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.