4. By restraining and coercing Hajim and the employees and prospective employees of members of PMA in the exercise of the rights guaranteed in Section 7 of the Act, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (b) (1) (A) 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.

[Recommendations omitted from publication.]

APPENDIX

NOTICE TO ALL MEMBERS OF AMERICAN RADIO ASSOCIATION, AFL–CIO

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

WE WILL NOT attempt to cause any member of the Pacific Maritime Association to refuse employment to any employee or prospective employee, including Jack Hajim, or otherwise to discriminate against any such employee or prospective employee, in violation of Section 8 (a) (3), or, under cover of any agreement requiring membership in a labor organization as a condition of employment as authorized by Section 8 (a) (3) of the Act, attempt to cause said members of PMA to discriminate against any employee or prospective employee with respect to whom membership in such organization has been denied or terminated on some ground other than his failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

WE WILL NOT in any like or related manner restrain or coerce employees or prospective employees of the members of Pacific Maritime Association in the exercise of their rights guaranteed by 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 by Section 8 (a) (3) of the Act.

WE WILL make Jack Hajim whole for any loss of pay he may have suffered as a result of the discrimination against him.

AMERICAN RADIO ASSOCIATION, AFL–CIO,
Labor Organization.

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.

Bordo Products Company *and* International Union of United Brewery Flour, Cereal, Soft Drink and Distillery Workers of America, AFL–CIO, Petitioner. *Case No. 12–RC–12. April 9, 1957*

SUPPLEMENTAL DECISION AND DIRECTION

On February 5, 1957, the Board issued a Decision and Direction of Election among production and maintenance employees at the Employer's fruit processing plant at Winter Haven, Florida.[1] At the hearing, the Employer had refused to disclose any information as to the nature and extent of its purchases and sales at this plant and the hearing officer had placed in the record certain telegrams from cus-

[1] 117 NLRB 313.

tomers of the Employer showing that the Employer currently ships in interstate commerce products of an annual value of at least $536,941. The Board in its decision found that it would effectuate the purposes of the Act to assert jurisdiction over the Employer inasmuch as the Employer met its standard with respect to multistate operations as evidenced by a prior proceeding before the Board involving the Employer's plant at Mission, Texas.

After the Regional Director issued the notice of election and immediately prior to the date of the election, the Employer filed a motion for rehearing. In its motion, it declared that the Mission, Texas, plant has been shut down long prior to the date of the petition, and moved for reconsideration and dismissal of this proceeding on the grounds that jurisdiction had not been proved. Also, in the motion, the Employer sought a dismissal on grounds pertaining to contract bar and the compliance status and the showing of interest of the Intervenor, the only labor organization seeking to participate in the election inasmuch as the Petitioner withdrew after the Board's Decision and Direction.

On February 25, 1957, the Board telegraphed an order to the parties which directed the Regional Director to conduct the scheduled election and impound the ballots, and gave notice to the parties to show cause why the Board should not accept as accurate the amounts of out-of-State shipments made to customers by the Employer as shown by the telegrams from customers introduced at the hearing, and why the Board should not conclude that the Employer meets the Board's jurisdictional standard by annually shipping in excess of $50,000 of goods outside the State of Florida. It further denied the Employer's motion insofar as it pertained to questions of compliance, showing of interest and contract bar, as lacking in merit. No reply to this notice has been received by the Board.

Accordingly, the Board accepts as accurate the facts set forth in the telegrams and in the notice to show cause. The Board finds that the Employer made the following shipments out of the State of Florida during the period from September 1, 1955, to August 31, 1956: to Seaman Bros., Inc., New York City, New York, approximately $278,000; to Red Owl Stores, Inc., Minneapolis, Minnesota, $126,480; to Evans Industries, Inc., Marion, Indiana, $1,378; to Hamady Bros., Inc., Flint, Michigan, $18,022; to Fairway Foods, Inc., St. Paul, Minnesota, $13,060; to Consolidated Foods Corporation, River Grove, Illinois, in excess of $100,000.

The Board further finds that the Employer meets the jurisdictional standards established by the Board in that it annually ships products of value in excess of $50,000 outside the State of Florida.[2] The Board therefore predicates its assertion of jurisdiction in this proceeding on

[2] See *Jonesboro Grain Drying Cooperative*, 110 NLRB 481.

this ground, instead of on the multistate standard as evidenced by a prior proceeding involving the Mission, Texas, plant, the ground set forth in the Decision and Direction of Election. The Employer's motion to dismiss on jurisdictional grounds is denied.

On March 1, 1957, the Board received from certain officers of Federal Local Union No. 24215 a motion to dismiss the petition pending herein, or if the petition could not be dismissed, to set the election conducted herein aside. The motion asserted that the Petitioner in this proceeding filed its petition "under Federal Local Union No. 24215," and thereafter withdrew from the ballot without the knowledge or consent of Local 24215; and that due to the timing of the withdrawal by the Petitioner, the employees had no selection of unions. The record shows that Federal Local Union No. 24215 was given notice of the proceedings herein and failed to intervene. The Board finds the motion lacking in merit.

[The Board directed that the Regional Director for the Twelfth Region shall, within ten (10) days from the date of this Order, open and count the ballots cast in the election held on February 26, 1957.]

MEMBER RODGERS took no part in the consideration of the above Supplemental Decision and Direction.

E. I. du Pont de Nemours and Company (Dana Plant) *and* Plumbers and Steam Fitters Local Union No. 157, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL–CIO, Petitioner. *Case No. 35–RC–1267. April 9, 1957*

SUPPLEMENTAL DECISION AND DIRECTION OF ELECTION

On July 24, 1956, the Board issued a Decision and Order in this proceeding,[1] finding that a unit of pipefitters was inappropriate and that the Petitioner's showing of interest in any broader unit of maintenance employees was insufficient to support its alternative unit request. Accordingly, the Board dismissed the petition herein. Further proceedings upon proper notice were thereafter conducted Subsequently, upon the submission of additional evidence of interest, it was administratively determined that the Petitioner had at all times an adequate and proper showing of interest in a unit of maintenance employees including power department employees.[2] Accordingly,

[1] 116 NLRB 286.

[2] Although the Board did not specifically refer to the power department employees in its administrative finding, it was the intent of the order to include these employees.