bership could not have been required of the new employees as a condition of employment until 30 days following their hiring on April 23.

It is idle, of course, to speculate what bearing good-faith considerations might have had on unfair labor practice charges against the Company. None are before us. Respondent was not, of course, entitled to take into its own hands the remedying of assumed unfair labor practices or other injustices by the Company, or more precisely, it was not entitled to do so by engaging in conduct of its own which constituted an unfair labor practice.

It is therefore concluded and found on the entire evidence that Respondent on April 26 warned and threatened employees of Jeffrey that they would be required to sign checkoff authorizations and become members of Respondent as a condition to continued employment by Jeffrey, and that on April 30 Respondent caused and attempted to cause Jeffrey to discharge Emerson Hillman, Johnny Hillman, Earl Hulse, C. C. Duncan, Earl Murray, Louis Frank, Frank Rosenbaum, and Charles Stapleton because of their failure to sign checkoff authorizations and to become members of Respondent.

Upon the basis of the above findings of fact, and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. Respondent is a labor organization within the meaning of Section 2(5) of the Act.

2. By warning and threatening employees of Jeffrey on April 26 that they would be required to sign checkoff authorizations and become members of Respondent as a condition to continued employment by Jeffrey, Respondent restrained and coerced employees in the exercise of the rights guaranteed in Section 7, thereby engaging in unfair labor practices proscribed by Section 8(b)(1)(A) of the Act.

3. By causing and attempting to cause Jeffrey on April 30 to discharge said employees because of their failure to sign checkoff authorizations and to become members of Respondent, Respondent caused and attempted to cause Jeffrey to discriminate against said employees in violation of Section 8(a)(3), thereby engaging in unfair labor practices proscribed by Section 8(b)(2) and (1)(A) of the Act.

4. The activities of Respondent as set forth in section II, above, having occurred in connection with the operation of Jeffrey's business as set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and substantially affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and that it take certain affirmative action which I find necessary to remedy and to remove the effects of the unfair labor practices and to effectuate the policies of the Act.

[Recommendations omitted from publication.]

Washington Coca-Cola Bottling Works, Inc. *and* Brewery and Beverage Drivers and Workers, Local No. 67, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.[1] *Case No. 5–CA–688. November 5, 1958*

SUPPLEMENTAL DECISION AND AMENDED ORDER

On April 16, 1957, the Board issued its Decision and Order in this case, in which it found, as did the Trial Examiner, that the Respond-

[1] The Board having been notified by the AFL–CIO that it deems the Teamsters' certificate of affiliation revoked by convention action, the identification of the Charging Party is hereby amended.

ent had engaged in certain conduct violative of Section 8(a)(1) of the Act. The Board, however, reversed the Trial Examiner's finding that the Respondent had refused to bargain in violation of Section 8(a)(5) of the Act. Therefore the Board further reversed the Trial Examiner's finding that the strike which began on January 27, 1953, was an unfair labor practice strike, and did not adopt his recommended remedy in this respect.

Thereafter, the case was considered by the United States Court of Appeals for the District of Columbia, upon the Charging Party's petition to review and set aside so much of the order as dismissed the complaint against the Respondent.[2]

On May 1, 1958, the court handed down its opinion. The court rejected the Board's conclusion that there had been no refusal to bargain. In reaching its conclusion the court relied on the Respondent's 8(a)(1) conduct, the lack of any possible good-faith doubt as to majority status, since the Union had a majority in both units, and, finally, on the absence of any substantial variance between the unit found appropriate and that in which the Union's request had been made. Therefore, as noted above, the court held that the Board's finding, in the circumstances of this case, could not stand, and it remanded the case to the Board for proceedings not inconsistent with its opinion.

In conformity with the court's opinion, which is the law of the case, we find that the Respondent did refuse to bargain with the Union, in violation of Section 8(a)(5) of the Act. It follows that the strike which began on January 27, 1953, and was caused by that refusal was an unfair labor practice strike, and the strikers are entitled to reinstatement upon application therefor.

THE REMEDY

At the time of the hearing in this case, four strikers had applied for reinstatement, which the Respondent had granted. As to some of the others, the Respondent advanced various contentions as to why it should not be required to offer them reinstatement. The Trial Examiner did not accept evidence on these matters, holding that they would properly be considered at the compliance stage. He therefore ordered the Respondent to offer reinstatement to all the strikers, upon application, without intending thereby to preclude the Respondent from offering evidence to support its denial of reinstatement to specified strikers at an appropriate time. The Trial Examiner further ordered that strikers applying for reinstatement be made whole for

[2] *Brewery and Beverage Drivers and Workers, Local No. 67, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL–CIO (Washington Coca-Cola Bottling Works, Inc.)* v. *N.L.R.B.*, 257 F. 2d 194 (C.A., D.C.).

any loss of pay they might suffer by reason of a denial of reinstatement, during the period beginning 5 days after such application. The record does not indicate whether any applications for reinstatement were made during the period between the issuance of the Intermediate Report and the Board's original order in this case. However, in the event that such applications were in fact made and not honored, back pay as to such individuals shall be abated for the period from the date of our original decision and order to the date of this Supplemental Decision and Amended Order. In other cases, back pay shall be computed as set forth in the remedy section of the Intermediate Report.

AMENDED 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, Washington Coca-Cola Bottling Works, Inc., Washington, D.C., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with Brewery and Beverage Drivers and Workers, Local No. 67, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive representative of all its employees in the appropriate unit with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) Interrogating and threatening its employees concerning union affiliation and activities in a manner constituting interference, restraint, or coercion in violation of Section 8(a)(1) of the Act.

(c) Changing its practices concerning working conditions for the purpose of undermining the employees' union activities.

(d) Soliciting employees to discontinue protected concerted activities.

(e) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Brewery and Beverage Drivers and Workers, Local No. 67, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 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 of 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 Brewery and Beverage Drivers and Workers, Local No. 67, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive representative of all the employees in the appropriate unit and, if an understanding is reached, embody such understanding in a signed agreement.

(b) Upon application, offer immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, to all those employees who went on strike on January 27, 1953, or thereafter, and who have not already been reinstated to said positions, dismissing if necessary any persons hired by the Respondent on or after January 27, 1953, who were not in the Respondent's employ on that date, as provided in the section of the Intermediate Report entitled "The Remedy."

(c) Make whole the above employees for any loss of pay they may suffer by reason of the Respondent's refusal, if any, to reinstate them, in the manner set forth in the section of the Intermediate Report entitled "The Remedy," as modified by "The Remedy" section of the Board's decision.

(d) Preserve and make available to the Board or its agents, upon request, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts of back pay due and the rights to reinstatement under the terms of this order.

(e) Post at its plant in Washington, D.C., copies of the notice attached hereto, marked "Appendix."[3] Copies of said notice, to be furnished by the Regional Director for the Fifth Region, shall, after being duly signed by an authorized representative of the Respondent, 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.

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

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

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to a Supplemental Decision and Amended Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT interrogate or threaten our employees concerning union affiliation or activities in a manner constituting interference, restraint, or coercion in violation of the National Labor Relations Act.

WE WILL NOT change our practices concerning working conditions for the purpose of undermining our employees' union activities.

WE WILL NOT solicit our employees to discontinue protected concerted activities.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Brewery and Beverage Drivers and Workers, Local No. 67, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 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 of such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as authorized in Section 8(a)(3) of the National Labor Relations Act.

WE WILL, upon request, bargain collectively with Brewery and Beverage Drivers and Workers, Local No. 67, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive representative of all employees in the following bargaining unit with respect to rates of pay, wages, hours of employment, and other conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All driver-salesmen, full service drivers, cup route drivers, and sales trainees at our plant in Washington, D.C.

WE WILL, to the extent required by the National Labor Relations Board and upon the application of our striking employees, offer immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights or privileges, to all those employees who

went on strike on January 27, 1953, or thereafter, and who have not already been reinstated to said positions, dismissing if necessary any persons hired by us on or after January 27, 1953, and who were not in our employ on that date.

WE WILL make whole the striking employees specified in the paragraph next above for any loss of pay they may suffer by reason of our refusal, if any, to reinstate them.

WASHINGTON COCA-COLA BOTTLING WORKS, 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.

The Steck Company[1] ***and*** **Local No. 118, International Brotherhood of Bookbinders, AFL–CIO, Petitioner *and* Local No. 775, United Papermakers and Paperworkers, AFL–CIO.** *Case No. 39–RC–1272. November 6, 1958*

DECISION AND ORDER

Upon a petition duly filed, a hearing was held before C. L. Stephens, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.

2. The labor organizations involved claim to represent employees of the Employer.

3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act, for the following reasons:

The Employer and Intervenor entered into a 3-year contract effective from September 1, 1956, through August 31, 1959. The petition in this case was filed on July 22, 1958, within the 60-day period preceding the end of the contract's second year. The Intervenor contends that the petition should be dismissed because (a) its filing violated the AFL–CIO "No-Raid Pact" to which both Unions are parties; and (b) it is barred by the contract.

[1] The Employer's name appears as amended at the hearing.