labor organization as a condition of employment, as authorized in Section 8(a)(3) of the Act.

WE WILL bargain collectively, upon request, with the above-named Union, as the exclusive representative of all our employees described below with respect to rates of pay, hours of employment, and other conditions of employment, and, if any understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All production and maintenance employees at our Camden, New Jersey, plant, exclusive of all office clerical employees, executives, and supervisors as defined in the Act.

WE WILL make our employees listed below whole for any loss of pay suffered as a result of the discrimination against them.

Maximino Delgado Gomez	Manuel Rodriguez
Juan Delgado Gomez	Juan Rodriguez
Hilario Flores	Juan Rodriguez Cardona
Pablo Flores	Teodoro Martin Gonzalez
Rafael Cebollero	Alejandro Valderrania Toledo
Eustaquio Delgado Gomez	

All our employees are free to become, remain, or refrain from becoming or remaining members of Local 676, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Independent, or any other labor organization, except to the extent that such right may be affected by any agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a)(3) of the Act.

ART METALCRAFT PLATING CO., 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.

Colfax Industries *and* International Ladies' Garment Workers Union, AFL–CIO

Colfax Industries *and* International Ladies' Garment Workers Union, AFL–CIO. *Cases Nos. 22–CA–245 and 22–CA–311. October 4, 1961*

SUPPLEMENTAL DECISION AND ORDER

On March 31, 1960, the Board issued its Decision and Order in this case,[1] finding that the Respondent [2] had violated Section 8(a)(1), (3), (4), and (5) of the National Labor Relations Act, by threats of closing its plant and promises of economic benefits conditioned upon renunciation of the Union, discriminatorily discontinuing its manufacturing operations, discharging a presumed union leader, conditioning the reemployment of strikers upon the withdrawal of unfair labor practice charges, and by refusing to bargain with the Union which represented the majority of its employees in an appropriate unit.

[1] 126 NLRB 1396.

[2] In view of a stipulation of the parties that the corporate name of the Respondent in these cases was changed on May 8, 1961, from Bonnie Lass Knitting Mills, Inc, to Colfax Industries, the formal documents in these cases, including the Order, as modified herein, are amended to reflect the new name of Respondent.

To remedy the unfair labor practices found, the Board, *inter alia*, ordered Respondent, which claimed that its operations had undergone a change, to bargain upon request with the Charging Union if and when it resumes manufacturing operations, and to make whole the employees discriminated against for any loss of pay suffered by reason of the discrimination against them by payment to them of a sum of money equal to the amount he or she would normally have earned as wages from the date of the discrimination against them until each secures substantially equivalent employment with other employers.

Thereafter, on April 14, 1960, the Respondent filed a motion for reconsideration of the Decision and Order and requested oral argument on its motion.[3] On the same day, the Union filed a motion to amend the aforesaid order so as to require immediate bargaining by Respondent, alleging as grounds for its motion that Respondent does presently have in its employ at its Clifton, New Jersey, plant employees engaged in the performance of work within the contemplation of the unit involved, and that its alleged change in operations still entails a portion of its regular manufacturing operations, though on a reduced scale.

On May 27, 1960, the Board issued an order remanding the case to the Regional Director for a further hearing to receive additional evidence on the nature and scope of the operations presently conducted at Respondent's plant in Clifton, New Jersey. The order also directed that determination of Respondent's motion be deferred until the further proceedings were concluded.

On September 2, 1960, after conclusion of the supplemental hearing herein, but prior to issuance of the Supplemental Intermediate Report, Respondent moved the Board to reopen the supplemental hearing and to designate another Trial Examiner, alleging that the Trial Examiner herein manifested an arbitrary disposition and bias toward the Respondent and, more specifically, that he excluded evidence which tended to show that Respondent was a jobber rather than a manufacturer and that specific and significant changes in its operations had been effected.[4]

On September 16, 1960, the Trial Examiner issued his Supplemental Intermediate Report, finding that Respondent's present operations

[3] Respondent's request for oral argument is hereby denied since the record, exceptions, and briefs, in our opinion, adequately set forth the issues and the positions of the parties Inasmuch as Respondent's motion for reconsideration contains nothing not previously considered by the Board, it is hereby denied

[4] Upon a careful scrutiny of the entire record in this case, we find no merit in Respondent's allegations of bias and prejudice on the part of the Trial Examiner.

In the conduct of a hearing the question of whether certain lines of inquiry or the responses of witnesses should be curtailed rests in the sound discretion of the Trial Examiner. We find no abuse of that discretion in this case since the exclusions of which Respondent complains related either to matters which had previously been thoroughly explored or to matters beyond the scope of this inquiry or otherwise irrelevant. Cf *American Life and Accident Insurance Company of Kentucky*, 123 NLRB 529. In these circumstances, Respondent's motion to reopen the record is hereby denied.

still entail a substantial portion of its regular manufacturing operations as they were performed prior to the discriminatory shutdown; that Respondent has in its employ workers engaged in work within the contemplation of the collective-bargaining unit previously found appropriate; and that the Respondent presently employs about 30 persons engaged in production, maintenance, shipping, and receiving work. The Trial Examiner recommended that the Board grant the Union's motion to amend the Board Order of March 31, 1960, as set forth in the copy of the Supplemental Intermediate Report attached hereto. Thereafter exceptions were filed by the Respondent and the Union filed a brief.

The Board has reviewed the rulings of the Trial Examiner made at the supplemental hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Supplemental Intermediate Report, the exceptions, the brief, and the entire supplemental record, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner. We shall accordingly modify our original Order and Appendix A thereto.

ORDER

IT IS HEREBY ORDERED that the aforesaid Order and Appendix A be, and they hereby are, amended as follows:

1. By striking paragraph 2(a) of the Order in its entirety and substituting therefor the following language:

(a) Upon request, bargain collectively with International Ladies' Garment Workers' Union, AFL-CIO, as the exclusive representative of all employees in the aforesaid appropriate unit, and, if an understanding is reached, embody such understanding in a signed agreement.

2. By striking the first paragraph of the notice in Appendix A in its entirety and substituting therefor the following language:

> WE WILL, upon request, bargain collectively with International Ladies' Garment Workers Union, AFL-CIO, as the exclusive representative of all our employees in the unit described below, with respect to rates of pay, wages, hours of employment, and other conditions of employment, and, if an understanding is reached, embody it in a signed agreement. The bargaining unit is:
>
> > All production, maintenance, and shipping and receiving employees employed at our Clifton, New Jersey, plant, but excluding office clerical employees, salesmen, guards, watchmen, professional employees, foremen, and supervisors as defined in the Act.

MEMBERS RODGERS and LEEDOM took no part in the consideration of the above Supplemental Decision and Order.

SUPPLEMENTAL INTERMEDIATE REPORT

On March 31, 1960, the National Labor Relations Board issued its Decision and Order in the above-entitled proceeding. On May 27, 1960, the Board issued an order remanding the proceeding for further hearing, directing that the hearing be reopened before C. W. Whittemore, the duly designated Trial Examiner—

> for the purpose of receiving additional evidence on the nature and scope of the operations presently conducted at Respondent's plant in Clifton, New Jersey, and on whether its alleged change in operations still entails a portion of Respondent's regular manufacturing operations as alleged in the ILGWU motion to amend the aforesaid Order;

The Board's order further directed that, "unless the parties waive their rights thereto," the said Trial Examiner prepare and serve upon the parties a Supplemental Intermediate Report containing findings of fact, conclusions of law, and recommendations.

Pursuant to the Board order the hearing was reopened, and was held in Newark, New Jersey, on August 8 and 9, 1960. The parties were represented by the same counsel as at the original hearing, and were afforded full opportunity to present evidence within the limitations of the Board order, and to file briefs. A brief has been received from the Charging Union. No brief has been received from the Respondent.

Upon the evidence thus adduced, from his observation of the witnesses, and because the parties did not waive their right to the issuance of a Supplemental Intermediate Report, the Trial Examiner makes the following:

FINDINGS OF FACT

The principal question for resolution here is whether the Respondent's "alleged change in operations still entails a portion of Respondent's regular manufacturing operations as alleged in the ILGWU motion," filed with the Board. In substance, the ILGWU motion referred to claimed that: (1) the Respondent has in its employ workers engaged in work within the "contemplation" of the collective-bargaining unit found appropriate; [1] (2) the Respondent's present operations still entail a portion of the regular manufacturing operations; and (3) the Respondent presently employs between 30 and 40 persons engaged in production, maintenance, and shipping and receiving work—categories covered by the bargaining unit found appropriate.

Competent evidence adduced from and through President Atkind of the Respondent shows that of some 11 different production, processing, and shipping operations performed before the strike of 1958, and which reasonably may be embraced within the general term of "manufacturing," 8 of them are still being performed. The three operations not performed at the Clifton plant now—or at the time of the reopened hearing—are knitting, looping, and seaming.

The following summary of the comparative number of employees in categories now and before the strike is drawn from Atkind's testimony:

Classification	Before the strike—	Now—
Button sewers	2	2
Labelers	1	3
Examiners and menders	2	4
Folders and boxers	3	6
Pressers	2	3
Sorters	2	2
Miscellaneous	2	2
Shippers	2	5

Each of the above-named operations is now performed, as before the strike.

Documentary evidence establishes that while the total number of employees has been reduced, the Respondent itself has consistently reported to the New Jersey Division of Employment Security that the *nature* of its business has not changed from a period before the strike up to the present time. In each of its quarterly reports to this agency, since September 1958, it answered in the negative the question:

[1] The appropriate unit found by the Board: All production, maintenance, and shipping and receiving employees at the Clifton plant, excluding office clerical employees, salesmen, guards, watchmen, professional employees, foremen, and supervisors as defined in the Act.

Within the last three months: Have you changed from one kind of business to another in New Jersey, or has your principal product or service changed in New Jersey, or have you opened up any new locations in New Jersey?

That President Atkind himself considers the nature of his business to be that of "production," or manufacturing, is further established by the fact that on his payroll current at the time of the hearing he noted, as a code identifying categories into which specific individuals fell:

A=non-prod B=prod O=officers

That at no time since before the strike has there been a complete cessation of work at the plant, but that on the contrary there has been a gradual increase in the number of employees, is established by the following compilation drawn from the same quarterly reports referred to in the paragraph next but one above:

Number of covered workers employed during pay periods ending nearest the 15th of each month

For quarter ended—	1st month	2d month	3d month
Sept. 30, 1958	104	78	34
Dec. 31, 1958	42	36	36
Mar. 31, 1959	11	14	21
June 30, 1959	20	25	30
Sept. 30, 1959	27	31	28
Dec. 31, 1959	35	39	37
Mar. 31, 1960	41	42	41
June 30, 1960	43	42	43

Finally, President Atkind conceded that there are no present job descriptions at the plant which did not exist before the strike.

Conclusions

On the basis of the foregoing findings of fact the Trial Examiner concludes and finds that the Respondent's present operations still entail a substantial portion of its regular manufacturing operations as they were performed prior to the strike, and, further, that: (1) the Respondent has in its employ workers engaged in work within the contemplation of the collective-bargaining unit found appropriate and (2) the Respondent presently employs about 30 persons engaged in production, maintenance, and shipping and receiving work.

[Recommendations omitted from publication.]

Frank Sullivan and Company *and* Local Union No. 950, Brotherhood of Painters, AFL–CIO. *Case No. 13–CA–3817. October 4, 1961*

DECISION AND ORDER

On April 17, 1961, Trial Examiner George L. Powell issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the Intermediate Report attached hereto. Thereafter the Charging Party and the General Counsel filed exceptions and supporting briefs. The Respondent filed exceptions [1] and a brief in support of the Intermediate Report.

[1] The Respondent excepted to the receipt by the Trial Examiner of certain evidence as "background." See footnote 9 of the Intermediate Report. As we have made no finding based upon this evidence, we find, apart from other considerations, that this exception lacks merit.