

no sufficient basis for upsetting the election. In the circumstances, we shall adopt the recommendations of the Regional Director and overrule the objections of Petitioner. As the Petitioner has failed to secure a majority of the valid ballots cast, we shall certify the results of the election.

[The Board certified that a majority of the valid votes was not cast for Textile Workers Union of America, AFL-CIO, CLC, and that said labor organization is not the exclusive representative of the employees in the unit found appropriate.]

MEMBER BROWN took no part in the consideration of the above Decision on Review and Certification of Results of Election.

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**The H. K. Ferguson Company and Herbert F. Roberts and United Brotherhood of Carpenters and Joiners of America, AFL-CIO, the Tuscaloosa and Vicinity District Council of Tuscaloosa and Selma, Alabama, and Carpenters and Millwrights Local Union No. 1337, Parties to the Contract**

**United Brotherhood of Carpenters and Joiners of America, AFL-CIO, the Tuscaloosa and Vicinity District Council of Tuscaloosa and Selma, Alabama, and Carpenters and Millwrights Local Union No. 1337 and Herbert F. Roberts and The H. K. Ferguson Company, Party to the Contract. Cases Nos. 15-CA-1025 and 15-CB-195. August 10, 1962**

### SUPPLEMENTAL DECISION AND ORDER

On May 9, 1962, the Board issued a Proposed Supplemental Decision and Order in the above-entitled proceeding,<sup>1</sup> proposing certain modifications of the Decision and Order issued herein on August 18, 1959.<sup>2</sup> Thereafter, Respondent Council and Respondent Local Union filed exceptions to the Proposed Supplemental Decision and Order.

The Board<sup>3</sup> has considered the exceptions and the entire record herein and, finding no merit in the exceptions, concludes that the Proposed Supplemental Decision and Order should be adopted. Accordingly, and pursuant to Section 10(c) and (d) of the National Labor Relations Act, as amended,

IT IS HEREBY ORDERED that the Proposed Supplemental Decision and Order issued herein on May 9, 1962, be, and it hereby is, adopted.

<sup>1</sup> Not published in NLRB volumes.

<sup>2</sup> 124 NLRB 544.

<sup>3</sup> Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Rodgers, Leedom, and Brown].

PROPOSED SUPPLEMENTAL DECISION AND ORDER<sup>1</sup>

On August 18, 1959, the Board issued its Decision and Order in the above-entitled proceeding,<sup>2</sup> finding that the Respondent Company had violated Section 8(a)(3) and (1) of the Act, and that the Respondent Unions had violated Section 8(b)(1)(A) and (2) of the Act. Specifically, the Board found that the Respondents maintained and enforced exclusive hiring hall agreements and practices; that these agreements were unlawful because (1) they did not contain certain safeguards deemed by the Board in its *Mountain Pacific* decision<sup>3</sup> to be essential to the establishment of a lawful exclusive hiring hall arrangement, and (2) because they provided for a closed shop; and that the practices created closed-shop conditions. The Board also found that eight individuals were discriminatorily denied referral to and employment by the Respondent Company. Further, the Board found that employees were unlawfully required to pay moneys in order to obtain referrals and employment. To remedy the unfair labor practices found, the Board, *inter alia*, ordered the Respondents to cease and desist therefrom, jointly and severally make whole the eight discriminatees, and, also jointly and severally reimburse millwrights and millwright apprentices for dues, initiation fees, assessments, permit fees, and/or "dobies" exacted from them under the unlawful agreements and practices.

Thereafter, on April 5, 1960, the Respondent Company, the Charging Party, and the General Counsel entered into a stipulation providing for immediate compliance by the Respondent Company with all provisions of the Board's Order against it except those pertaining to the making whole of the eight discriminatees and the reimbursement of the employees. As to these provisions, the stipulation provided that the Respondent Company would pay to each discriminatee an amount equal to one-half of any pay loss suffered, and would reimburse the millwrights and millwright apprentices for one-half of the moneys exacted from them. It was further provided in the stipulation that any further liability of the Respondent Company under the joint and several provisions of the Board's Order would be contingent upon enforcement by a circuit court of appeals of the Respondent Unions' backpay and reimbursement provisions, that if these provisions were enforced in whole or in part, the Board would seek full compliance from the Respondent Unions, and that if such compliance could not be had, the Respondent Company would be

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<sup>1</sup> Any party may, within 20 days from the date hereof, file with the Board in Washington, D.C., seven copies of a statement setting forth exceptions to this Proposed Supplemental Decision and Order, together with seven copies of a brief in support of said exceptions and, immediately upon such filing, serve copies thereof on each of the other parties.

<sup>2</sup> 124 NLRB 544.

<sup>3</sup> 119 NLRB 899

liable for any moneys the Board could not obtain from the Respondent Unions.

On July 22, 1960, the Board issued a Supplemental Order severing Cases Nos. 15-CA-1025 and 15-CB-195, and approving the above stipulation.<sup>4</sup>

On April 12, 1961, the Board filed in the United States Court of Appeals for the Fifth Circuit a petition for enforcement of each of the provisions of its Order of August 18, 1959, relating to the Respondent Unions, and for enforcement of its Supplemental Order with respect to the Respondent Company. On April 17, 1961, while this petition was pending, the Supreme Court handed down its decisions in *Local 357, Teamsters*,<sup>5</sup> *Local 60, Carpenters*,<sup>6</sup> and *News Syndicate*.<sup>7</sup> On motion of the Board, leave to withdraw the petition for enforcement was granted by the Court, and these cases are presently before the Board for reconsideration.

The Board<sup>8</sup> has reconsidered these cases in the light of the Supreme Court decisions and, in accord with those decisions, hereby vacates those portions of its Decision and Order which found Respondents' hiring agreements and practices unlawful solely because of the absence of the *Mountain Pacific* standards. *Local 357, Teamsters, supra*. Also vacated are those portions which found that the bylaws and trade rules of the Respondent Unions were incorporated into the agreements, thereby providing for a closed shop. *News Syndicate, supra*. In sum, we now find that no violation can be predicated upon any provisions contained in the written agreements between the parties.

We reaffirm, however, that portion of the Decision which found that the hiring practices between the Respondent Company and the District Council and Local 1337 were unlawful in that they imposed closed-shop employment conditions. As is more fully detailed in the Intermediate Report, the practice followed at the local level in the Tuscaloosa-Demopolis area, in the enforcement and administration of the 1956 master agreement and its 1957 supplement, gave unfettered control to Business Agent Goodman and established closed-shop conditions at the Demopolis project. Thus, the record establishes that referral by Goodman was a prerequisite to hire at this project, and, as particularly evidenced by Goodman's treatment of the eight discriminatees and others similarly situated, Goodman conditioned referral upon matters connected with union membership or obligations.

<sup>4</sup> As the Board by this Supplemental Order severed the instant cases, the two cases have been consolidated here for decisional purposes only.

<sup>5</sup> *Local 357, International Brotherhood of Teamsters, etc. (Los Angeles-Seattle Motor Express) v. N.L.R.B.*, 365 U.S. 667.

<sup>6</sup> *Local 60, United Brotherhood of Carpenters, etc. (Mechanical Handling Systems) v. N.L.R.B.*, 365 U.S. 651.

<sup>7</sup> *N.L.R.B. v. News Syndicate Company, Inc., et al.*, 365 U.S. 695

<sup>8</sup> Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Rodgers, Leedom, and Brown].

Accordingly, as stated above, we reaffirm our previous finding that by maintaining and enforcing the unlawful practices, Respondent District Council and Respondent Local 1337 violated Section 8(b) (1) (A) and (2), and Respondent Company violated Section 8(a) (1) and (3).

We similarly reaffirm our previous finding that Herbert F. Roberts, Morris Grace, W. R. Vice, N. T. Steadham, E. M. Peacock, J. E. Mathers, B. S. Irvin, and Robert Hartman were discriminatorily denied employment. It is clear that the denial of employment to these individuals was an implementation of the unlawful closed-shop practices. It is equally clear that apart from the practices, Goodman's denial of referrals to them was for reasons connected with their union membership or obligations. Accordingly, we find that by their implementation of the unlawful practices, Goodman's discriminatory denial of referrals and Respondent Company's refusal to employ these eight individuals, Respondent District Council and Respondent Local 1337 violated Section 8(b) (1) (A) and (2) and Respondent Company violated Section 8(a) (1) and (3).

As stated above, we do not now find that the 1956 master agreement or its 1957 supplement, to which Respondent United Brotherhood of Carpenters was a party, were in themselves unlawful. As our original findings against the United Brotherhood rested primarily upon the illegality of these written agreements, and not upon this Respondent's being a party to the unlawful practices at the local level, there is no basis for sustaining the finding that this Respondent violated the Act, and we shall dismiss the complaint as to it.

#### THE REMEDY

As noted above, to remedy the unfair labor practices found, the Board, *inter alia*, had ordered the reimbursement of all millwrights and millwrights apprentices—including union members as well as nonmembers—employed at the Demopolis project for dues and other fees paid to the Respondent Unions. We now find that the direction of reimbursement should be limited to the fees and other moneys paid by nonmembers to obtain their jobs at the Demopolis project. In *Local 60, Carpenters, supra*, the Supreme Court held that the Board could not order a union to return to *its members* union dues and fees, absent evidence that those members were coerced into joining the union, or that they joined in order to obtain employment, or that they involuntarily retained their membership in the Union. In sum, the Court held that the refunding of dues to members is not a remedial measure unless it can be shown that their membership was induced, obtained, or retained, in violation of the Act. Such evidence is absent in this case. However, the Supreme Court's decision did not withhold from the Board the power to direct reimbursement of

fees paid by nonmembers to obtain employment.<sup>9</sup> Accordingly, we shall direct that nonmembers of Respondent Local 1337 hired pursuant to the unlawful practices be reimbursed for the permit fees and/or "dobies" they paid in order to obtain employment.

As stated above, subsequent to the issuance of the Decision and Order herein, the Board approved a stipulation to which the Respondent Company, the Charging Party, and the General Counsel were parties. The original Order issued herein provided that the Respondents were jointly and severally liable for making the eight discriminatees whole and for reimbursing employees. The Order herein follows the terms of the stipulation.

### ORDER

Upon the entire record in the case, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that:

A. Respondent, The H. K. Ferguson Company, Cleveland, Ohio, its officers, agents, successors, and assigns, shall:<sup>10</sup>

1. Cease and desist from:

(a) Maintaining, enforcing, or giving effect to any arrangement, understanding, or practice with The Tuscaloosa and Vicinity District Council of Tuscaloosa and Selma, Alabama, Local Union No. 1337, or any other labor organization, which requires membership in a labor organization as a condition of referral or employment.

(b) Encouraging membership in Local Union No. 1337, or any other labor organization, by discriminating in regard to hire or tenure of employment or any term or condition of employment.

(c) In any other manner interfering with, restraining, or coercing employees in the exercise of right guaranteed in Section 7 of the Act.

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

(a) Make whole, in the manner set forth in the section of the Intermediate Report entitled "The Remedy," Herbert F. Roberts, Morris Grace, W. R. Vice, N. T. Steadham, E. M. Peacock, J. E. Mathers, B. S. Irvin, and Robert Hartman, by paying to each of them an amount equal to one-half of any loss of pay he may have suffered as a result of the discrimination against him.

(b) Reimburse, in the manner set forth in the section of the Intermediate Report entitled "The Remedy," as modified herein, all non-member millwrights and millwright apprentices employed at the Demopolis project by payment to each of them an amount equal to

<sup>9</sup> *Porter-DeWitte Construction Co., Inc.*, 134 NLRB 963.

<sup>10</sup> In its answer to the Board's petition for enforcement, the Respondent Company asserted that it had fully complied with the stipulation except for that provision respecting reimbursement. To the extent that the Respondent has so complied, it is not intended by this Order to require further action by the Respondent Company.

one-half of the moneys illegally exacted from him by the Respondent Unions.

(c) If enforcement by a circuit court of appeals of the provisions of section B, 2, (a) and (b) and/or section C, 2, (a) and (b) of this Order, in whole or in part, is obtained, and compliance cannot be secured from the Respondent Union, then jointly and severally with the Respondent Unions make whole the employees named in section A, 2, (a) and reimburse the nonmember employees in the manner set forth in the stipulation dated April 5, 1960, and approved by the Board on July 22, 1960.<sup>11</sup>

(d) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to compute the amount of backpay due the above-named eight employees and the moneys illegally exacted from them and other employees.

(e) Post at its offices and at all of its construction projects within the territorial jurisdiction of Respondent District Council, copies of the notice attached hereto marked "Appendix A."<sup>12</sup> Copies of said notice, to be furnished by the Regional Director for the Fifteenth Region (New Orleans, Louisiana), shall, after being duly signed by Respondent Company's representative, be posted by Respondent Company immediately upon receipt thereof, and be maintained by it for a period of 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent Company to insure that said notices are not altered, defaced, or covered by any other material.

(f) Post at the same places and under the same conditions as set forth in (e) above, as soon as they are forwarded by the Regional Director, copies of the Respondent District Council's notice and Respondent Local's notice herein marked "Appendix B" and "Appendix C."

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

B. Respondent District Council, The Tuscaloosa and Vicinity District Council of Tuscaloosa and Selma, Alabama, its officers, agents, representatives, successors, and assigns, shall:

1. Cease and desist from:

(a) Maintaining, enforcing, or giving any effect to any arrangement, understanding, or practice with The H. K. Ferguson Company,

<sup>11</sup> This provision follows the terms of the stipulation.

<sup>12</sup> 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."

or any other employer over whom the Board would assert jurisdiction, which requires membership in it or any of its affiliated locals as a condition of referral or employment.

(b) Causing or attempting to cause Respondent Company or any other employer over whom the Board would assert jurisdiction, to discriminate against employees or applicants for employment in violation of Section 8(a) (3) of the Act.

(c) In any other manner restraining or coercing employees or applicants for employment in the exercise of the rights guaranteed in Section 7 of the Act.

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

(a) Jointly and severally with the Respondent Company and Respondent Local Union No. 1337, reimburse the above-named eight employees for any loss they may have suffered as a result of the discrimination against them in the manner set forth in the section of the Intermediate Report entitled "The Remedy."

(b) Jointly and severally with Respondent Company, and Respondent Local Union No. 1337, reimburse all nonmember millwrights and millwright apprentices who worked at the Demopolis project for moneys illegally exacted from them in the manner set forth in the section of the Intermediate Report entitled "The Remedy," as modified herein.

(c) Preserve and, upon request, make available to the Board or its agents for examination and copying, all records necessary to compute the moneys illegally exacted from employees of Respondent Company.

(d) Post at its offices and at the meeting places of each of the three local unions within its jurisdiction, copies of the notice attached hereto marked "Appendix B."<sup>13</sup> Copies of said notice, to be furnished by the Regional Director for the Fifteenth Region, shall, after being duly signed by Respondent District Council's representative, be posted immediately upon receipt thereof, and be maintained by Respondent District for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent District Council to insure that said notices are not altered, defaced, or covered by any other material.

(e) Mail to the Regional Director signed copies of Appendix B, for posting by Respondent Company as provided above herein. Copies of said notice, to be furnished by the said Regional Director, shall, after being signed by Respondent District Council's representative, be forthwith returned to the Regional Director for such posting.

<sup>13</sup> See footnote 10, *supra*.

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

C. Respondent, Carpenters and Millwrights Local Union No. 1337, its officers, agents, representatives, successors, and assigns, shall:

1. Cease and desist from:

(a) Maintaining, enforcing, or giving effect to any arrangement, understanding, or practice with The H. K. Ferguson Company, or any other employer over whom the Board would assert jurisdiction, which requires membership in it as a condition of referral or employment.

(b) Causing or attempting to cause Respondent Company or any other employer over whom the Board would assert jurisdiction to discriminate against employees or applicants for employment in violation of Section 8(a)(3) of the Act.

(c) In any other manner restraining or coercing employees or applicants for employment in the exercise of the rights guaranteed in Section 7 of the Act.

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

(a) Jointly and severally with Respondent Company and Respondent District Council, reimburse the above-named eight employees for any loss they may have suffered as a result of the discrimination against them in the manner set forth in the section of the Intermediate Report entitled "The Remedy."

(b) Jointly and severally with Respondent Company and Respondent District Council, reimburse all nonmember millwrights and millwright apprentices who worked at the Demopolis project for moneys illegally exacted from them in the manner set forth in the section of the Intermediate Report entitled "The Remedy," as modified herein.

(c) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all records necessary to compute the moneys illegally exacted from employees of Respondent Company.

(d) Post at its office and meeting hall in Tuscaloosa, Alabama, copies of the notice attached hereto marked "Appendix C."<sup>14</sup> Copies of said notice, to be furnished by the Regional Director for the Fifteenth Region, shall, after being duly signed by Respondent Local 1337's representative, be posted immediately upon receipt thereof, and be maintained by Respondent Local Union No. 1337 for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps

<sup>14</sup> See footnote 10, *supra*

shall be taken by Respondent Local 1337 to insure that said notices are not altered, defaced, or covered by any other material.

(e) Mail to the Regional Director signed copies of Appendix C, for posting by Respondent Company as provided above herein. Copies of said notice, to be furnished by the said Regional Director, shall, after being duly signed by Respondent Local 1337's representative, be forthwith returned to the Regional Director for such posting.

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

## 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 NOT maintain, perform, or enforce any arrangement, understanding, or practice with The Tuscaloosa and Vicinity District Council of Tuscaloosa and Selma, Alabama, Local Union No. 1337, or any other labor organization which requires membership in a labor organization as a condition of referral or employment.

WE WILL NOT encourage membership in Local Union No. 1337, or in any other labor organization of our employees, by discriminating in regard to hire or tenure of employment or any term or condition of employment.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them in Section 7 of the Act.

WE WILL reimburse all our millwrights and millwright apprentices who are not members of the local, at our Gulf States Paper Corporation project at Demopolis, Alabama, for all dues, initiation fees, assessments, permit fees, and/or "dobies" they were unlawfully required to pay as a result of the unlawful hiring arrangements and practices with the aforementioned labor organization at the aforementioned project.

WE WILL make whole Herbert F. Roberts, Morris Grace, W. R. Vice, N. T. Steadham, E. M. Peacock, J. E. Mathers, B. S. Irvin, and Robert Hartman for any loss of pay suffered by them as a result of the discrimination practices against them.

All our employees are free to become or remain, or to refrain from becoming or remaining, members in good standing of United Brother-

hood of Carpenters and Joiners of America, or any of its subordinate district councils or local unions or any other labor organization.

THE H. K. FERGUSON 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.

Employees may communicate directly with the Board's Regional Office, T6024 Federal Building (Loyola), 701 Loyola Avenue, New Orleans 13, Louisiana, Telephone Number 529-2411, if they have any question concerning this notice or compliance with its provisions.

### APPENDIX B

NOTICE TO ALL MEMBERS OF UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO, WITHIN THE JURISDICTION OF THE TUSCALOOSA AND VICINITY DISTRICT COUNCIL OF TUSCALOOSA AND SELMA, ALABAMA, AND TO ALL EMPLOYEES OF, AND APPLICANTS FOR EMPLOYMENT WITH, THE H. K. FERGUSON COMPANY

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, as amended, we hereby notify you that:

WE WILL NOT maintain, perform, or enforce any arrangement, understanding, or practice we may have with The H. K. Ferguson Company, or any other employer over whom the Board will assert jurisdiction, which requires membership in us or any of our affiliated local unions as a condition of referral or employment.

WE WILL NOT cause or attempt to cause The H. K. Ferguson Company, or any other employer over whom the Board will assert jurisdiction, to discriminate against employees or applicants for employment in violation of Section 8(a) (3) of the Act.

WE WILL NOT in any other manner restrain or coerce employees or applicants for employment in the exercise of the rights guaranteed in Section 7 of the Act.

WE WILL reimburse all millwrights and millwright apprentices of The H. K. Ferguson Company at its Gulf States Paper Corporation project at Demopolis, Alabama, for all dues, initiation fees, assessments, permit fees, and/or "dobies" they were unlawfully required to pay to us as a result of the illegal hiring arrangements or practices with The H. K. Ferguson Company at the aforementioned project.

WE WILL make whole Herbert F. Roberts, Morris Grace, W. R. Vice, N. T. Steadham, E. M. Peacock, J. E. Mathers, B. S. Irvin,

and Robert Hartman for any loss of pay suffered by them as a result of the discrimination practices against them.

THE TUSCALOOSA AND VICINITY DISTRICT COUNCIL  
OF TUSCALOOSA AND SELMA, ALABAMA,

*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.

Employees may communicate directly with the Board's Regional Office, T6024 Federal Building (Loyola), 701 Loyola Avenue, New Orleans 13, Louisiana, Telephone Number, 529-2411, if they have any question concerning this notice or compliance with its provisions.

### APPENDIX C

NOTICE TO ALL MEMBERS OF CARPENTERS AND MILLWRIGHTS LOCAL UNION No. 1337 AND TO ALL EMPLOYEES OF, AND APPLICANTS FOR EMPLOYMENT WITH, THE H. K. FERGUSON COMPANY

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, as amended, we hereby notify you that:

WE WILL NOT maintain, perform, or enforce any arrangement, understanding, or practice we may have with The H. K. Ferguson Company, or any other employer over whom the Board will assert jurisdiction, which requires membership in us a condition of referral or employment.

WE WILL NOT cause or attempt to cause The H. K. Ferguson Company, or any other employer over whom the Board will assert jurisdiction, to discriminate against employees or applicants for employment in violation of Section 8(a)(3) of the Act.

WE WILL NOT in any other manner restrain or coerce employees or applicants for employment in the exercise of the rights guaranteed in Section 7 of the Act.

WE WILL reimburse all millwrights and millwright apprentices of The H. K. Ferguson Company at its Gulf States Paper Corporation project at Demopolis, Alabama, for all dues, initiation fees, assessments, permit fees, and/or "dobies" they were unlawfully required to pay to us as a result of the illegal hiring arrangements and practices with The H. K. Ferguson Company at the aforementioned project.

WE WILL make whole Herbert F. Roberts, Morris Grace, W. R. Vice, N. T. Steadham, E. M. Peacock, J. E. Mathers, B. S. Irvin,

and Robert Hartman for any loss of pay suffered by them as a result of the discrimination practices against them.

CARPENTERS AND MILLWRIGHTS LOCAL UNION No. 1337,  
*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.

Employees may communicate directly with the Board's Regional Office, T6024 Federal Building (Loyola), 701 Loyola Avenue, New Orleans 13, Louisiana, Telephone Number, 529-2411, if they have any question concerning this notice or compliance with its provisions.

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**American Screen Products Company and International Association of Machinists, AFL-CIO.** *Case No. 13-CA-4528. August 13, 1962*

### DECISION AND ORDER

On May 23, 1962, Trial Examiner James T. Barker 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 attached Intermediate Report. The Trial Examiner also found that the Respondent had not engaged in certain other unfair labor practices alleged in the complaint and recommended dismissal of these allegations. Thereafter, the General Counsel filed exceptions to the Intermediate Report and a supporting brief.

The Board has reviewed the rulings made by the Trial Examiner 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 this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.<sup>1</sup>

### ORDER

The Board adopts the Trial Examiner's Recommended Order.

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<sup>1</sup> In the absence of exceptions by the General Counsel, we adopt *pro forma* the Trial Examiner's refusal to find the additional violations of Section 8(a) (1) which were litigated at the hearing.

### INTERMEDIATE REPORT

#### STATEMENT OF THE CASE

Upon a charge filed on November 6, 1961, by the International Association of Machinists, AFL-CIO, herein called the Union, and an amended charge filed on 138 NLRB No. 7.