

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

The bargaining unit is:

All operating employees, including maintenance mechanics, truckdrivers, and warehouse-yardmen at our Newburgh, New York, plant, excluding all nonoperating employees, including confidential field stenographers, office clericals, guards, watchmen, and professional and supervisory employees, as defined in the Act.

TIDEWATER OIL COMPANY,  
*Employer.*

Dated\_\_\_\_\_ By\_\_\_\_\_

(Representative)

(Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, 745 5th Avenue, New York, N. Y., Telephone No. Plaza 1-5500, if they have any questions concerning this notice or compliance with its provisions.

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**Indiana Rayon Corporation and Kentuckiana Joint Board, Amalgamated Clothing Workers of America, AFL-CIO.** *Case No. 25-CA-1688. March 30, 1965*

#### SUPPLEMENTAL DECISION AND ORDER

On February 17, 1965, the Board issued its Decision and Order <sup>1</sup> in the above-entitled proceeding, finding, *inter alia*, that Respondent violated Section 8(a)(5) of the Act, which finding was based, in part, upon the conclusion that the Union represented a majority of the employees in the unit found to be appropriate for purposes of collective bargaining. In so concluding, the Board did not pass upon the authenticity of certain authorization cards submitted by the General Counsel as part of his proof of the Union's majority status.<sup>2</sup>

<sup>1</sup> 151 NLRB 130 Pursuant to the provisions of Section 3(b) of the Act, the Board delegated its powers in connection with this case to a three-member panel, which delegation is still in effect [Chairman McCulloch and Members Fanning and Brown]

<sup>2</sup> The issues involved were fully litigated and briefed by the parties

The Board, acting on its own motion in the interest of clarification and full resolution of the issues in the case, having further considered the matter, makes the following findings concerning the 14 authorization cards as to which no findings were entered in the original Decision and Order:

*Miriam Holder and Doris (Johnson) Masters:* Holder authorized the Union by signing the card on the line marked "Name" and inserting the proper date. Masters testified that she printed her name on the Name line and filled in the date, but she was not certain whether she signed her name on the line denoted "Signed." Since the Union may have supplied the two employees' names on the signed lines, Respondent contends that the authorization cards were forged. The record, however, is clear that Holder and Master signed the name lines at least 1 week prior to the Union's claim of majority status. Accordingly, we find that both employees effectively designated the Union as their representative by filling out the authorization cards, and that these cards are properly included in the computation.<sup>3</sup>

With respect to the remaining 12 of the 21 authorization cards, we find merit in Respondent's objections that these cards not be counted:

(1) *Jayne Alley, Bertha Lamb, Dian Lopez, Gladys Williams, Mona Couch, Ruth Medlin, Myrtle Riegel, and Earlene Cottrell:* Each of these employees signed the authorization card but was uncertain whether the signing occurred prior to July 23. Although each card was dated prior to the Union's assertion of majority status, each employee denied or could not recall inserting the date. The record was unclear as to when the cards were signed.<sup>4</sup>

(2) *Norman McDonald:* McDonald had been laid off at the time she signed the union card. She never returned to work and, according to personnel records, was terminated on July 17. Her name does not appear on the list of employees utilized to determine the size of the unit.

(3) *Ruth Ann Penry:* Penry testified that the union solicitor threatened that continuation of her job depended on signing the authorization card. A card obtained by coercion may not be included in the computation.<sup>5</sup>

(4) *Deanna Plank and Roberta Winchester:* Plank, a student, was hired for the summer months without any expectation of permanent employment. Winchester was terminated prior to July 23. However, in the original decision, we excluded both employees from the unit, and accordingly, their cards may not be used in computing the Union's majority status.

<sup>3</sup> *Irving Taitel, et al., d/b/a I. Taitel and Son*, 119 NLRB 910, 911 footnote 3.

<sup>4</sup> *Conso Fastener Corporation*, 120 NLRB 532, 535.

<sup>5</sup> *I. Posner, Inc., et al.*, 133 NLRB 1573, 1575, 1589.

## ORDER

IT IS HEREBY ORDERED that the Decision and Order in this case be, and it hereby is, amended in the following manner:<sup>6</sup>

(1) On page 8, line 3, delete "119" and substitute "121".

(2) On page 8, delete sentence on lines 7 and 8 and substitute "Respondent for various reasons objected to the use of 21 cards in the computation of majority status."

(3) On page 8, line 9, delete words "at least"; delete "7" and substitute "9".

(4) On page 10, line 8, insert the findings made herein with respect to the authorization cards of employees Mirim Holder, Doris (Johnson) Masters, Jayne Alley, Bertha Lamb, Dian Lopez, Gladys Williams, Mona Couch, Ruth Medlin, Myrtle Riegel, Earlene Cottrell, Norma MacDonald, Ruth Ann Penry, Deanna Plank, and Roberta Winchester.

(5) On page 10, line 10, delete "119" and substitute "121".

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<sup>6</sup> Amendments Nos. 1, 2, 3, and 5 are made in order that our Decision and Order herein fully reflects the findings made herein.

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**Bellhouse, Inc. and District 50, United Mine Workers of America.**

*Case No. 10-CA-5677. March 30, 1965*

## DECISION AND ORDER

On January 13, 1965, Trial Examiner James F. Foley issued his Decision in the above-entitled proceeding, finding that Respondent had not engaged in unfair labor practices as alleged in the complaint, and recommending that the complaint be dismissed in its entirety, as set forth in the attached Trial Examiner's Decision. Thereafter, the Charging Party filed exceptions to the Trial Examiner's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Fanning, Brown, and Jenkins].

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions, and the entire record in the case,<sup>1</sup> and hereby adopts the Trial Examiner's findings, conclusions, and recommendation.

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<sup>1</sup> Inadvertent dates appearing in the Trial Examiner's Decision are hereby corrected to show that in 1964 collective-bargaining meetings were held on January 28, February 17, and February 27; and that the Respondent's proposed contract contained a termination date of October 31, 1964.