

loss of earnings they may have suffered by reason of the discrimination against them, by paying each a sum of money equal to the amount that each would normally have earned as wages from the date of the discrimination to the date of offer of reinstatement less his net earnings.³⁴ The backpay shall include interest at 6 percent to be computed in the manner set forth in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

The above discharges strike at the heart of rights guaranteed employees by the Act and are closely related to other conduct abridging rights guaranteed employees by Section 7 of the Act. There is reasonable ground to anticipate Respondent will infringe upon other rights guaranteed employees in the future, unless appropriately restrained. I shall therefore recommend an order requiring Respondent to cease and desist from infringing in any manner upon the rights guaranteed employees by Section 7 of the Act.

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

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of the Act.
2. The Union is a labor organization with the meaning of the Act.
3. By discriminatorily discharging Osterhoudt, Swann, and Foster, as found above, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.
4. By interfering with, restraining, and coercing employees in exercising the rights guaranteed them by Section 7 of the Act, including the discharges of the above-named employees and of Supervisor Dillin, for engaging in union activities, and interrogations and threats, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) 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.

[Recommended Order omitted from publication.]

³⁴ *F. W. Woolworth Company*, 90 NLRB 289.

District Lodge No. 94, Lodge No. 311, International Association of Machinists, AFL-CIO (Parker Aircraft Co.) and Colin Shephard Sinclair. *Case No. 31-CB-11 (formerly 21-CB-2450).*
August 20, 1965

DECISION AND ORDER

On April 30, 1965, Trial Examiner Louis S. Penfield issued his Decision in the above-entitled proceeding, finding that Respondent had engaged in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, Respondent filed exceptions to the Trial Examiner's Decision accompanied by a brief in support thereof.

The National Labor Relations 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 Trial Examiner's Decision, the exceptions

thereto, the Respondent's brief in support thereof, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.¹

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of Trial Examiner, as modified herein, and orders that Respondent, District Lodge No. 94, Lodge No. 311, International Association of Machinists, AFL-CIO, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order, as so modified:²

1. Amend paragraph 2(a) to read as follows:

"(a) Upon the request of Colin Shephard Sinclair, terminate his membership in Respondent, and restore to him all sums of money paid by him as reinstatement fees, dues, or other levies resulting from his having reinstated his membership, in the manner provided in the section entitled 'The remedy.'"

2. In the second indented paragraph of the Appendix attached to the Trial Examiner's Decision, first line, after the word "Sinclair" insert a comma followed by the words, "at his request."

¹ The Company and the Union are parties to an agreement which contains a maintenance-of-membership clause applicable to employees who are or become members in good standing of the Union. Article I, section 15 of the constitution of the International Association of Machinists provides that membership in good standing is lost as a result of, among other reasons, delinquency for 3 months in the payment of dues or special levies. Colin Sinclair, whose employment with the Company had terminated, was "dropped" from union membership after 3 months for nonpayment of dues. Inasmuch as Sinclair was not a member in good standing of the Union at the time he was reemployed by the Company, the maintenance-of-membership provision was not applicable to him at that time; and he was not, therefore, required to be a member of the Union when beginning anew his work with the Company. Accordingly, and in agreement with the Trial Examiner, we find that Respondent's efforts to cause the Company to discharge Sinclair because he was not a member of the Union violated Section 8(b)(2) and (1)(A) of the Act. Our conclusion in this respect is based solely on our construction of the contract under consideration. We do not, therefore, rely upon *Yellow Cab Company*, 148 NLRB 620, or otherwise find it necessary to reach the question whether Sinclair's discharge could have been effected lawfully under a contract which by its terms clearly applies to a rehire situation. Cf. *NLRB v. International Association of Machinists, Lodge No. 113, etc. (Con-voir, a Division of General Dynamics Corp.)*, 241 F. 2d 695, 696-697 (C.A. 9).

² The address and telephone number for Region 31 are: Seventeenth Floor, U.S. Post Office and Court House, 312 North Spring Street, Los Angeles, California, Telephone No. 688-5850.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

This proceeding, with all parties represented, was heard before Trial Examiner Louis S. Penfield in Los Angeles, California, on March 16, 1965, upon a complaint of the General Counsel and answer of District Lodge No. 94, Lodge No. 311, International Association of Machinists, AFL-CIO, herein called Respondent.¹ The

¹ The complaint issued on January 12, 1965, and is based upon a charge filed on December 3, 1964. Copies of the complaint and the charge have been duly served upon Respondent.

issues litigated were whether Respondent violated Section 8(b)(1)(A) and (2) of the National Labor Relations Act, as amended, herein called the Act. Upon the entire record, including consideration of briefs filed by the parties,² and upon my observation of the witnesses, I hereby make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE EMPLOYER

Parker Aircraft Co., herein called Parker, is a division of Parker-Hannifan Corp. and has a plant located in Los Angeles, California, where it is engaged in the design and manufacture of fluid control devices for the aircraft and aerospace industries. Parker annually purchases goods valued in excess of \$50,000 which are shipped directly to its place of business in Los Angeles, California, from points located outside the State of California. Parker annually sells and ships from its Los Angeles plant goods valued in excess of \$50,000 directly to firms located outside the State of California. I find that Parker is now, and has been at all times material to this proceeding, an employer engaged in a business affecting commerce within the meaning of the Act, and that the assertion of jurisdiction is warranted.

II. THE LABOR ORGANIZATION INVOLVED

Respondent is, and at all times material to this proceeding has been, a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

The General Counsel claims that Respondent unlawfully threatened Colin Sinclair with loss of his employment at Parker if he did not join Respondent, and unlawfully demanded of Parker his discharge unless he became a member of Respondent. Respondent admits that it attempted to terminate Sinclair's employment at Parker because he was not a member in good standing, but defends its action by insisting that this was a lawful attempt under the terms of an existing contract.

The collective-bargaining agreement between Parker and Respondent was executed on April 29, 1962, with a termination date of April 30, 1965. Article III, section 1, of this contract reads as follows:

All employees who are members of the Union in good standing under its constitution and by-laws as of the date of the execution of this agreement, and all employees who become members in good standing after said date, shall, as a condition of continued employment, remain members of the Union in good standing for the duration of this Agreement; notwithstanding anything in the Union constitution or by-laws to the contrary, no employee will be considered to be a member of the Union required to maintain his membership hereunder who notifies the Company in writing within the period April 15, 1964, to April 30, 1964, both dates inclusive, that he resigns or withdraws from the Union or is not a member therein, unless he thereafter voluntarily rejoins the Union.

The Agreement also provides that Respondent may enforce this maintenance-of-membership provision by requesting, in writing, the discharge of any member employee who fails to maintain his membership.

Colin Sinclair was first employed by Parker on July 2, 1956. Thereafter his employment terminated on April 6, 1960. He returned to work at Parker on January 18, 1961. Following his return he continued working at Parker until January 19, 1963, at which time he voluntarily quit his job to take employment elsewhere. On October 12, 1964, Sinclair again returned to work for Parker, and was still employed there at the time of the hearing. It is undisputed that at all times he held jobs which placed him within the bargaining unit covered by Respondent's contract. It also stands undisputed that following his voluntary termination in January 1963 Sinclair lost all seniority and related rights under the existing collective-bargaining agreement, and that for seniority purposes he commenced work for Parker in October 1964 as a new employee.

Sinclair first joined Respondent on November 20, 1956, and was still a member when his first employment terminated in 1960. Subsequent to this first termination his membership lapsed, but upon resuming employment in January of 1961 he paid

²A brief was filed by Respondent, but no briefs were received from either the General Counsel or the Charging Party.

a reinstatement fee and again became a member in good standing. He continued his membership with his dues paid up until his employment terminated for the second time in January of 1963. Following this termination he ceased paying dues to Respondent altogether, and the Union records show that as of April 30, 1963, his membership is noted as "dropped." This action was taken in accordance with article I, section 15 of the constitution of the International Association of Machinists which reads as follows:

Delinquency for three months in the payment of dues or special levies, or delinquency arising from application of Section 4, Article C, shall automatically cancel membership and all rights, privileges and benefits incident thereto. The period of good standing membership of members whose membership has been canceled for delinquency or other cause shall date from their last reinstatement, as shown by the G.L. records, and their rights, privileges and benefits under the provisions of this Constitution shall attach and date from their last reinstatement, as though they had never before held membership in the I.A.M.

It is conceded that Sinclair made no effort to avail himself of the escape period set forth in article III, section 1, quoted above, and that he undertook no other step which might have been available to him as a member to prolong his membership, such as obtaining a withdrawal card or a waiver of dues as an unemployed member.

When Sinclair resumed work for Parker again in October 1964, he was first told by Parker's personnel manager that he would not be required to join Respondent pursuant to the union-security clause. Shortly thereafter, however, he had a conversation with Lucille Cygan, union steward on his shift, who told him that inasmuch as he had formerly been a member of Respondent during the contract term he must regain good standing by paying the customary reinstatement fee if he were to retain his employment. A few days later he discussed this matter with R. W. Supernaugh, director of industrial relations for Parker. At this time Supernaugh expressed the view to Sinclair that the contract did not require that he join. On November 18, 1964, however, Parker received a letter from Respondent which read as follows:

We are hereby requesting the termination of Colin Sinclair for his failure to become a member of the Union pursuant to the provisions of our collective bargaining agreement. We thank you for your cooperation in this regard.

Thereafter Supernaugh again met with Sinclair, and at this time advised him that, after taking up the matter with Parker's attorney, it was now his view that Sinclair must reinstate his membership with Respondent if he were to retain his job. Upon such representation Sinclair proceeded to Respondent's office, filled out a membership application form, and paid the \$40 reinstatement fee customarily required of lapsed or dropped members. He noted on the card that he was taking this action under protest. The action, however, resulted in restoring him to membership in good standing, and, as noted above, at the time of the hearing he was still employed by Parker.

Discussion of the Issues and Concluding Findings

The facts as set forth above stand undisputed. The issue may be stated as follows: Where an employee has voluntarily become a union member while working for an employer, then terminates his employment and lets his union membership lapse, then is reemployed following such lapse during the term of the same collective-bargaining agreement, may the Union require his reinstatement to membership in good standing pursuant to the terms of a valid maintenance-of-membership clause, or must he be treated on reemployment as any other new employee for whom membership could not be required under the contract?

The General Counsel argues that Sinclair's status after the lapse is that of a new employee. Respondent would concede that if he is to be treated as an altogether new employee it could not require his membership. It argues, however, that Sinclair's former status as a member during the term of the contract places him in a different category, and that, in effect, he never really ceased being a member after his termination in 1963, but continued thereafter to occupy some sort of special status as a dropped member, which entitled it to demand his reinstatement to membership in good standing upon his reemployment during the contract term. The General Counsel places his principal reliance upon a recent Board Decision in *Yellow Cab Company*, 148 NLRB 620, claiming that the facts in the instant case are similar, and the Board's rationale in *Yellow Cab* to be controlling. Respondent urges that the decision of the Court of Appeals for the Ninth Circuit in *N.L.R.B. v. International Association of Machinists, Lodge No. 113, etc.* (*Convair, a Division*

of *General Dynamics Corp.*), 241 F. 2d 695, supports its claim that with a valid maintenance-of-membership clause, and no showing of disparate treatment, it can require membership from a dropped member upon his reemployment. Respondent would distinguish *Yellow Cab*, apparently on the ground that it involved a union shop, rather than a maintenance-of-membership clause.

In *Yellow Cab*, the Board upheld, without comment, the findings of the Trial Examiner that it was unlawful for a union with a valid union-shop contract to require, before the expiration of the 30-day grace period, immediate reinstatement of a former member who had terminated his earlier employment during the contract term, and during the interim before reemployment had let his union membership lapse. The Trial Examiner in *Yellow Cab* supports this conclusion with the following rationale:

The position taken by the Respondents in essence is predicated on the theory that Fields' obligation to maintain his union membership in good standing, as a condition of employment, continued after he quit his job on October 22, 1962. A similar situation presented itself in *Idarado Mining Co.*, 77 NLRB 392, where the Board considered the lawfulness of the termination of employment of one Miller under the terms of a maintenance-of-membership contract between the employer and the Mine Production Workers. Miller had joined the Mine Production Workers and was a member in good standing on October 6, 1944. On November 20, 1944, he voluntarily quit his employment. On November 17, 1945, Miller applied for work and was hired by the employer though at a different job than the one he had formerly held. Thereafter, the union demanded that Miller place himself in good standing as a condition of employment and when he failed to do so the employer discharged him at the union's request. In holding that the discharge was unlawful, the Board stated:

When Miller severed his employment relationship with the respondent, his obligation to remain a member in good standing of the Mine Production Workers ended at the same time. The obligation was not merely suspended, ready to be imposed at any time in the future that Miller might be again employed by the respondent. On his reemployment by the respondent, in a new position and as a new employee, approximately a year after he had voluntarily resigned from the respondent's employ, Miller's status was like that of any other new employee; he was required to remain a member in good standing of the Mine Production Workers only if he voluntarily rejoined that organization after his reemployment.

The status of Fields in this case is the same as was that of the employee in the *Idarado* case. In both instances, the obligation to remain a union member in good standing, as a condition of employment, "was not merely suspended" but ended when the employee quit his job.

In this case, as was true in the *Idarado* case, the right of the employee to return and continue to work for his employer is to be determined as though he had never worked for such an employer on a previous occasion. The governing contract in each instance is the measure of the employee's responsibility. In the *Idarado* case, the maintenance-of-membership contract in effect permitted the employee to determine whether or not he wished to rejoin the union. In the present case, the union-shop contract required Fields to become a member in good standing in the Respondent Union "not later than the thirty-first (31st) day following the beginning of employment." In terms of his union membership, apart from the question of his right to secure and hold a job, Fields' obligation to remain in good standing, absent his securing a withdrawal card, may or may not have continued from the time he quit his employment until the time he returned to work for Respondent *Yellow Cab*. But his obligation to place himself in good standing with Respondent Union in order to continue working for Respondent *Yellow Cab* could not be imposed upon him until the 31-day period provided for in the contract then existing had expired.

Except for the fact that in the instant case we have a maintenance-of-membership contract rather than a union-shop contract, the issue which confronts us is identical. Moreover, the *Idarado* case quoted by the Trial Examiner did involve a maintenance-of-membership contract, and the Trial Examiner's reasoning, with which I am in accord, indicates no difference in the principle to be applied, but only a difference in the effect. Thus in a maintenance-of-membership contract the union can never require membership if the reemployed member is regarded to hold the same status as a new employee, while in a union-shop contract it can do so but not before the expiration of the 30-day grace period.

In *Yellow Cab*, as does Respondent in the instant case, the union also urged that under the rationale of *N.L.R.B. v. International Association of Machinists, etc. supra*, it should be permitted to require membership upon reemployment of a former member who after an earlier termination had let his membership lapse, and had failed to avail himself of the union withdrawal procedure. The Trial Examiner in *Yellow Cab* regarded the *Machinists* case as distinguishable, and reliance upon it as misplaced, stating:

I do not regard as apposite the case of *N.L.R.B. v. International Association of Machinists, Lodge No. 113, Guided Missile Lodge 1254 (Convair, a Division of General Dynamics Corp.)*, 241 F. 2d 695 (C.A. 9), cited by Respondent Union as support for its position. In the *Machinists* case, the contract, which contained a maintenance-of-membership clause, provided that an employee who was separated from the bargaining unit covered by the agreement, at a time when he was a member of the union, would be required to resume paying union dues immediately upon being reemployed within the unit. In the instant case, no such contractual provision exists nor does the record show the existence of any requirement that, as a condition of employment, an employee, upon quitting his job in the bargaining unit, be required to secure a withdrawal from Respondent Union. Moreover, as noted in the Board decision in the *Machinists* case (*Convair, a Division of General Dynamics Corporation*, 111 NLRB 1055, 1057), the provision in question was not applied by the union there involved to situations where an employee had quit.

As in *Yellow Cab* the contract before us in the instant case has no provisions requiring separated employees to resume dues upon reemployment, nor any requirement that an employee quitting his job be required to secure a withdrawal. In view of this I am not called upon to decide whether such provisions could be validly applied to an employee who had quit altogether and let his membership lapse. I find therefore that the situation in the instant case parallels that in *Yellow Cab*, and for the reasons set forth in the excerpt quoted above, I find the *Machinists* case inapposite as applied to it.

I am of the opinion that the governing principle as applied to the facts before me is the same as that approved by the Board in *Yellow Cab*, and I adopt the reasoning of the Trial Examiner in that case as set forth in the above-quoted excerpts.

Respondent sought Sinclair's discharge under a claim that it had a right to require his membership under the contract. He paid the reinstatement fee and became a member only under protest to enable him to retain his job. Since Respondent had no right to require his membership at that time, despite his earlier employment and membership, it follows that Respondent's efforts constituted an attempt to cause Parker to discriminate in violation of Section 8(a)(3), and I find that by such conduct Respondent engaged in a violation of Section 8(b)(2) of the Act. I also find that by the same conduct, and by threatening Sinclair that it would seek his discharge, Respondent restrained and coerced employees in the exercise of the rights guaranteed by Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent as set forth in section III, above, occurring in connection with the operations of Parker as described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

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

Having found that Respondent unlawfully attempted to cause Parker to terminate the employment of Colin Sinclair unless he was reinstated as a member, and having found that Sinclair reinstated his membership to enable him to retain his employment at Parker, I shall recommend that Respondent terminate Sinclair's membership, and pay to him all sums collected as reinstatement fees, dues, or other levies resulting from such reinstatement, together with interest thereon at the rate of 6 percent per annum.

Upon the basis of the foregoing findings of fact and upon the entire record in this proceeding, I make the following:

CONCLUSIONS OF LAW

1. Respondent is, and at all times material to this proceeding has been, a labor organization within the meaning of Section 2(5) of the Act.

2. Parker Aircraft Company is, and at all times material to this proceeding has been, an employer engaged in a business affecting commerce within the meaning of Section 2(2) and (7) of the Act.

3. By attempting to cause Parker Aircraft Company to discriminate in regard to the hire and tenure of employment of Colin Sinclair in violation of Section 8(a)(3), Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(2) of the Act.

4. By threatening the discharge of Colin Sinclair, thus restraining and coercing employees of Parker Aircraft Company in the exercise of the rights guaranteed them in Section 7 of the Act, Respondent has engaged 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.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in this case, I recommend that Respondent, District Lodge No. 94, Lodge No. 311, International Association of Machinists, AFL-CIO, its officers, agents, and representatives, shall:

1. Cease and desist from causing or attempting to cause Parker Aircraft Company, its officers, agents, successors, and assigns, to terminate the employment of Colin Sinclair, or any other employee similarly reemployed, or restraining and coercing employees by threatening Colin Sinclair or any other employee similarly reemployed, with termination of his employment with Parker Aircraft Company unless he becomes or remains a member in good standing of Respondent, except to the extent that such may become lawfully required under the terms of some new collective-bargaining agreement requiring membership as a condition of employment as authorized in Section 8(a)(3) of the Act.

2. Take the following affirmative action which I find will effectuate the policies of the Act:

(a) Terminate the membership of Colin Sinclair in Respondent, and restore to him all sums of money paid by him as reinstatement fees, dues, or other levies resulting from his having reinstated his membership in the manner provided in the section entitled "The Remedy."

(b) Post, in conspicuous places, at its offices and meeting halls including all places where notices to members are customarily posted, copies of the attached notice marked "Appendix A."³ Copies of said notice to be furnished by the Regional Director for Region 21, shall, after being duly signed by Respondent's authorized representative, be posted by Respondent immediately upon receipt thereof, and be maintained by it for a period of 60 consecutive days. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Sign and mail copies of said notice to the Regional Director of Region 21 for posting by Parker, that Company willing, at all locations where notices to their employees are customarily posted.

(d) Notify the Regional Director for Region 21, in writing, within 20 days from the date of receipt of this Decision, what steps Respondent has taken to comply therewith.⁴

³In the event this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "a Decision and Order".

⁴In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify the said Regional Director, in writing, within 10 days from the date of this Order, what steps have been taken to comply therewith."

It is finally recommended that unless on or before 20 days from the date of receipt of this Trial Examiner's Decision, Respondent notify the Regional Director, in writing, that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring Respondent to take the action aforesaid.

APPENDIX A

NOTICE TO ALL MEMBERS OF DISTRICT LODGE No. 94, LODGE No. 311, INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL-CIO

Pursuant to the Recommended Order of a Trial Examiner 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 cause or attempt to cause Parker Aircraft Company to terminate the employment of Colin Sinclair, or any other employee similarly reemployed, or restrain or coerce employees by threatening Colin Sinclair or any other employee similarly reemployed, with termination of his employment at Parker unless he becomes or remains a member in good standing of District Lodge No. 94, Lodge No. 311, International Association of Machinists, AFL-CIO, except to the extent such may become lawfully required under the terms of some new collective-bargaining agreement requiring membership as a condition of employment as authorized in Section 8(a)(3) of the Act.

WE WILL terminate the union membership of Colin Sinclair and pay back to him any money collected from him as reinstatement fees, dues, or other levies resulting from his reinstatement following his reemployment at Parker.

DISTRICT LODGE No. 94, LODGE No. 311, INTERNATIONAL
ASSOCIATION OF MACHINISTS, AFL-CIO,

Labor Organization.

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.

If members have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 849 South Broadway, Los Angeles, California, Telephone No. 688-5204.

Dubin-Haskell Lining Corp. and Fred A. Cox. Case No. 26-CA-1882. August 20, 1965

DECISION AND ORDER

On May 12, 1965, Trial Examiner Jerry B. Stone issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Decision and a supporting brief.

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

154 NLRB No. 42.

206-446-66—vol. 154—42