

Region 26, after being duly signed by an authorized representative of the Respondent, shall be posted immediately upon receipt thereof, and be maintained by it for 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.

(e) Notify the Regional Director for Region 26, in writing, within 20 days from the date of the receipt of this Decision, what steps the Respondent has taken to comply herewith.⁶

IT IS ALSO ORDERED that the complaint be dismissed insofar as it alleges violations of the Act not specifically found herein.

⁶ In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to a 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 our employees that.

WE WILL offer John Ray Osteen his former job and pay him for wages he lost since September 30, 1965.

WE WILL NOT discharge or discriminate against employees, or interfere with them in any similar way, because of their union activity.

All our employees have the right to join and assist Teamsters, Chauffeurs, Helpers and Taxicab Drivers Local 327, or any other union

CUMBERLAND SHOE COMPANY,
Employer.

Dated_____ By_____ (Representative) (Title)

NOTE—We will notify the above-named employee if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

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 employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 746 Federal Office Building, 167 North Main Street, Memphis, Tennessee 38103, Telephone 534-3161.

**Masters Sporting Goods, Division of Wilson and Co., Inc. and
United Packinghouse, Food & Allied Workers, AFL-CIO.**
Case 26-CA-2251. September 23, 1966

DECISION AND ORDER

On April 15, 1966, Trial Examiner Horace A. Ruckel issued his Decision in the above-entitled proceeding, finding that Respondent had not engaged in the unfair labor practices alleged in the complaint except for a single act of unlawful interrogation,¹ and rec-

¹ The Trial Examiner concluded that the incident of unlawful interrogation was isolated and did not require a remedial order

ommending that the complaint be dismissed in its entirety, as set forth in the attached Trial Examiner's Decision. Thereafter, the General Counsel filed exceptions to the Trial Examiner's Decision and a supporting brief. Respondent filed a reply brief.

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

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, the briefs, and the entire record in the case, and adopts the findings of the Trial Examiner only to the extent consistent herewith.

1. The Trial Examiner found only one violation of Section 8(a) (1), namely, Supervisor Gray's questioning of employee Townsend as to how many employees had signed up for the Union and whether two named employees had signed union cards. We adopt this finding, but, in addition, find that the following conduct of Respondent was also unlawful.

(a) Shortly after the Union began its organizational campaign, Plant Superintendent Fisher came to the shop station of employee Betty Townsend, who had been distributing union leaflets at the plant gate, and asked her "why we were trying to organize the union . . ."

(b) On the morning after a union meeting held on November 3, 1965, Superintendent Fisher came to the work station of employee Muriel Cook and said: "You are mad [at me] because you didn't get to go to the union party . . . that union party at Helen's last night." Cook replied: "That wasn't no union party. It was a union meeting. . . ."

(c) In an affidavit by employee Helen Brigrance which was received in evidence by stipulation, and which was not denied, Brigrance stated that on November 4, 1965, following the union meeting the evening before, Superintendent Fisher came to her machine and said: "Thought you pulled a good one on me last night, didn't you? He said that he knew I was for the Union and that I had pulled it pretty slick, and that I was sneakier [sic] than the rest of them. He then said that he had passed by my house on his way home the afternoon before, and he had seen a whole bunch of cars and knew I was having a meeting."

(d) Two or three days after the November 3 union meeting, Superintendent Fisher said to employee Archie Mardis at his machine: "Son, you let me down. It makes me very unangry [angry] when

anybody lets me down." Mardis replied that he had not let Fisher down. Fisher then said: "Well you were at that meeting."

The incidents described above involving Plant Superintendent Fisher considered in their entirety reflect a not too subtle probing for information about union activities of employees, tinged in the cases of employees Brigance and Mardis with expressions of such strong displeasure at the participation of these employees in activities as must inevitably have had a coercive impact upon employees. Accordingly, we find that by the foregoing conduct of Plant Superintendent Fisher, Respondent interfered with, restrained, and coerced employees in their Section 7 rights in violation of Section 8(a)(1).²

2. The Trial Examiner found it unnecessary to decide whether Respondent had violated Section 8(a)(1) by its no-distribution rule. Employee Townsend testified that on the day after the November 3 union meeting, Superintendent Fisher told her he did not want her to pass out union literature on company property. Townsend asked Fisher, 2 or 3 days later, if she could pass out union literature on her own time on company property. Fisher replied that she could do so, except on "break times." Fisher testified that he had told Townsend she could distribute literature on nonworking time, but could not recall specifically mentioning "break periods." The Trial Examiner found it unnecessary to resolve this conflict because he was convinced "that both Fisher and Townsend were conscientious in attempting to respect and define the right of the other as they understood it." The General Counsel has excepted to this treatment. We note that Fisher did not deny Townsend's testimony about "break periods." We therefore credit Townsend. As Respondent conceded in its brief to the Trial Examiner, the prohibition against distribution of union literature during "break times" was unlawful. Accordingly, we find that by the foregoing restriction, Respondent violated Section 8(a)(1) of the Act. However, we shall not provide a remedy for this violation, in view of Respondent's willingness, as expressed in its brief to the Trial Examiner noted in footnote 2 of the Trial Examiner's Decision, to post a notice correctly setting forth the law as to the distribution of literature on company property during the employees' nonworking time, including break time.

I. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent, set forth above, occurring in connection with its operation described in section I of the Trial Examiner's Decision, have a close, intimate, and substantial relation to trade,

² *Koch Engineering Company*, 155 NLRB 1272; *Heick Moving & Storage, Inc.*, 150 NLRB 1124; *Reilly Tar & Chemical Corporation*, 151 NLRB 1503; *Mallory Plastics Company*, 149 NLRB 1649.

traffic, and commerce among the several States, and tend to lead labor disputes burdening and obstructing commerce and the free flow of commerce.

II. THE REMEDY

As we have found that Respondent engaged in more than a single act of unlawful interrogation, we shall order Respondent to cease and desist from the unfair labor practices found and to take certain affirmative action designed to effectuate the purposes of the Act.

ADDITIONAL CONCLUSION OF LAW

Upon the foregoing findings of fact and the entire record in the case, we hereby delete Trial Examiner's Conclusion of Law 3, and substitute therefore the following:

3. By interfering with, restraining, and coercing employees in the exercise of their rights guaranteed by Section 7 of the Act in the manner above found, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Musters Sporting Goods, Division of Wilson and Co., Inc., Collierville, Tennessee, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

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

(b) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of their right to self-organization, to form, join, or assist United Packinghouse, Food and Allied Workers, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act, or to refrain from any and all such activity.

2. Take the following action which is designed to effectuate the policies of the Act:

(a) Post at its plant in Collierville, Tennessee, copies of the attached notice marked "Appendix."³ Copies of said notice, to be furnished by the Regional Director for Region 26, after being duly

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

signed by Respondent's representative, shall be posted immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Respondent shall take reasonable steps to ensure that such notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director for Region 26, in writing, within 10 days from the date of this Order, what steps have been taken to comply herewith.

IT IS FURTHER ORDERED that the complaint herein be, and it hereby is, dismissed insofar as it alleges violations not found herein.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

This case is before Trial Examiner Horace A. Ruckel upon an unfair labor practice complaint issued on December 17, 1965, by the General Counsel of the National Labor Relations Board, acting through its Regional Director for Region 26, (Memphis, Tennessee), against Masters Sporting Goods, Division of Wilson and Co., Inc., herein called Respondent. The complaint is based upon a charge filed on November 8, 1965, by United Packinghouse, Foods & Allied Workers, AFL-CIO, herein called the Union and an amended charge filed on December 17, 1965. It alleges in substance that Respondent, by its supervisors, interrogated its employees concerning the Union, engaged in surveillance of a union meeting, solicited employees to spy upon the union activities of its employees, and on November 4 or 5, 1965, threatened an employee, John Petrowski, with bodily harm and on November 16 constructively discharged him because of his activities in behalf of the Union, all in violation of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, herein called the Act. Respondent filed an answer denying the commission of any unfair labor practice.

Pursuant to notice a hearing was held before me on March 7 and 8, 1966, at Memphis, Tennessee. All parties were represented and participated in the hearing. At the conclusion of the hearing the parties waived oral argument. Both the General Counsel and Respondent have filed timely briefs.

Upon the entire record of the case, and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Respondent is a Delaware corporation with a manufacturing plant in Collierville, Tennessee, the only plant concerned in this proceeding, where it is engaged in the manufacture of golf bags. During the 12 months prior to the issuance of the complaint Respondent received in the conduct of its operation at the Collierville plant, goods valued in excess of \$50,000 directly from points outside the State of Tennessee, and during the same period manufactured, sold, and shipped products valued in excess of \$50,000 from its Collierville plant directly to points outside the State of Tennessee. The complaint alleges and Respondent's answer admits, that Respondent at its Collierville plant is an employer engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

United Packinghouse, Food Allied Workers, AFL-CIO, is a labor organization admitting employees of Respondent to membership.

III. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion*

1. Interrogation of employees

In October 1965 the Union began the organization of Respondent's employees, and Betty Townsend, an employee, passed out union leaflets at the plant gate at

the behest of Ray Morgan, the union organizer. Shortly thereafter Richard Fisher, plant superintendent, approached Townsend at her machine and said that he could not understand why she wanted a union. When she replied that it was because of the wages, Fisher said that wages were determined by Respondent's main plant in River Grove, Illinois, and that they would not know until the end of the fiscal year that month whether there would be any increase in wages or other benefits. On another occasion Fisher, referring to the leaflets Townsend had distributed, asked her why the Union did not include in its literature the fact that the Collierville plant was a small one. Townsend said she would request Morgan to include mention of this in future leaflets.¹ At this, or another, time, Fisher told her that he did not want her passing out union literature on company property. Two or three days later she asked Fisher if it was permissible to pass out leaflets on company property on her own time and he replied, according to Townsend, that that was permitted before work, after work, and at lunch time, but not during break periods. Fisher's testimony is that he told her that she could distribute literature at times other than working hours, but that he could not recall specifically mentioning break periods. I do not find it necessary to resolve this contradiction. Whether Fisher used the phrase "during working hours," which would have been a permissible phrasing (although ambiguous), or whether he specifically excluded break periods from the area of the Union's prerogative (a misstatement of the law),² I am convinced that both Fisher and Townsend were conscientious in attempting to respect and define the right of the other as they understood it. As to the other related comments of Fisher respecting the Union, I find them innocuous and not violative of the Act.

Townsend also testified to a conversation with Morris Gray, conceded to be a supervisory employee,³ in which Gray asked her how many employees have signed up for the Union and if two employees whom he named had signed cards, to which Townsend replied that that was the business of the employees themselves. Gray, though called by Respondent as a witness, did not deny this interrogation of Townsend and I find that it occurred as she related it. Interrogation of an employee active in the Union as to how many it has signed up, and their identity, is violative of Section 8(a)(1) of the Act as constituting interference.

2. The alleged surveillance of a union meeting

The first meeting of the Union took place on November 3, 1965, at 4:30 p.m., immediately after the end of work, at the home of employee Brigrance. The testimony of John Petrowski, who signed a union authorization card, assisted in distributing union leaflets and like other employees wore a union button at work, is that during working hours Morris Gray, who is related to Petrowski by marriage, asked him to help him find out what was taking place in the Union and to make notes on it and report back. Immediately thereafter, according to Petrowski, Superintendent Fisher, asked him to help Gray get information concerning the Union. During the following week, according to Petrowski, while the two were riding home from work, Gray said that someone "might get hurt for going for the union," and might be discharged. Petrowski further testified that Gray asked him to attend the meeting on November 3, which he said was at the Brigrance home, and report to him what transpired.

Gray, while testifying, denied asking Petrowski to bring him information concerning the Union and to attend the meeting, stating on the contrary that Petrowski volunteered the information that there was a meeting on November 3, without saying where it was, and offered to attend, take notes, and report to him. Gray reported this conversation to Fisher who told him to have nothing to do with it, according to Gray.

The meeting took place immediately after the employees quit work at 4:15 p.m. The testimony of Petrowski and Archie Mardis is that while it was in progress a car passed the house making a loud noise with drag pipes, and they looked out and saw Gray's car, a blue Chevrolet, passing by, followed by a car which they identified as belonging to Fisher, with Fisher possibly, though not certainly, at the wheel. This

¹ Townsend customarily saw to it that Fisher was the first to receive a leaflet when a distribution was made

² In his brief, Respondent's counsel agrees that Fisher's statement does not accurately reflect the law and states that Respondent will post a notice correctly stating it.

³ The answer concedes his but Townsend refers to him as "the mechanic" and describes his duties as going around the plant repairing machines. I conclude that Gray is a minor supervisor.

is all the evidence there is in support of the allegation of surveillance. Gray's only testimony on the point was that he did, in fact, drive a blue Chevrolet with drag pipes. He was not asked, nor was Fisher, whether they drove past the Brigrance home, how they happened to do so, whether it was on their way home from work, whether they knew a meeting of the Union was in progress, whether they recognized the parked cars of employees, or anything else relevant to the act of surveillance. On this state of the record, I find that the General Counsel has not established a *prima facie* case of surveillance, or attempt to create an impression of surveillance.

On the day following the meeting, Petrowski, apparently for the first time, helped distribute union leaflets at the plant. Fisher, according to Petrowski himself, told him, as he had Townsend, that while he could pass out all the literature he wanted outside the plant he must not do so inside, and that later in the day Gray, with reference to his previous alleged request of Petrowski to spy upon the Union, told him that he thought Petrowski had "double crossed" him and warned him not to tell anyone that Gray had sent him to the union meeting. On the next day, still according to Petrowski, while Gray was engaged in building a scaffold to hang materials on, he pointed to it and told Petrowski that he was going to tar and feather him and hang him from the scaffold.

Both Gray and Fisher denied having any of the above related conversations with Petrowski. I was not impressed with Petrowski as a witness, finding him immature and impressionable, and I credit the denials of Fisher and Gray.⁴

B. Alleged discrimination in regard to Petrowski's employment

John Petrowski was hired in September 1965, and his employment terminated the following November 17. He is about 18 years old. His work consisted of making and sealing up boxes and packing golf bags, with periodic assignment to miscellaneous tasks. The making and sealing of boxes and the packing of bags Petrowski characterized as his "regular" work. His testimony is that at 10 a.m. on the day following the union meeting Fisher told him that he had to get 100 bags packed by noon that day, whereas his normal complement was about 50 bags a day. However, he packed the 100 bags within the 2 hours.⁵ Then he was put at other work such as putting glue on the bottoms of the golf bags and helping attach buckles and handles to the slings. He continued to do this off and on until his termination, at the same time he performed his "regular" work of packing and sealing boxes. His testimony is that he did more of this than he did of his "regular" work, whereas previous to the union meeting he did less of it, if any.⁶ On two occasions during the 2 weeks following the union meeting he helped unload a truck. The attaching of slings and buckles, Petrowski testified, was more difficult than packing bags and making boxes, although he conceded that most of this work was performed by two female employees. Neither did he like gluing bottoms on golf bags, which consisted simply of putting glue on the leather bottoms and setting them aside to dry, to be affixed to the bags by another employee.

Petrowski apparently had no difficulty in packing 100 bags in 2 hours on November 4, and there is no indication that he over extended himself in doing so.⁷ There is no evidence that he was unduly pushed by supervision to accomplish this or

⁴ Except that I find that Fisher told Petrowski, as he had Townsend, that the Union was not supposed to distribute leaflets inside the plant "during working hours"

⁵ The testimony of David Howell, who packed bags in addition to performing his other work, is that he generally packed about 68 bags an hour, which he did not think excessive.

⁶ The testimony of Bonnie Kreiser, an inspector, is that prior to the appearance of the Union Petrowski occasionally put slings on bags and attached buckles.

⁷ On the contrary I have some difficulty understanding how he spent his time before the advent of the Union if, as he testified, he normally packed only 50 bags a day, but on November 4 packed 100 in 2 hours, while employee Howell packed at the rate of 68 an hour. It seems evident that before November 4 he must have put in considerable time on work other than his "regular" work, or else he was quite unproductive. His complaint as to his work is summed up in the following testimony:

Q. —I will ask you again, Mr. Petrowski, other than this one day when you were asked to do—100 bags in two hours, what other jobs that you were assigned to after November 4, of 1965, did you consider to be unreasonable or less desirable?

A. Well, when you had to unload a truck [twice, along with others] and your work up there piling up on you, you get behind, and then—they make you—count the boxes, and, then, send you over to help put material up, —and it will take you two days to catch up on your boxes—.

any other work. Fisher denied that the content of Petrowski's work was changed after November 4. Petrowski's testimony is all the evidence there is to support the allegation of the complaint that Respondent "imposed less desirable and more arduous working assignments" on Petrowski because of his union activity. I find the allegations of the complaint to be without substance in this respect.

The complaint further alleges that the imposition of these "less desirable" and "more arduous" working assignments to Petrowski, because of his interest in the Union, caused him to quit his employment, and that this constituted a constructive discharge. The circumstances surrounding his termination were as follows:

He absented himself from work on November 16. He testified that this was because of a toothache. He had a neighbor call the plant to inform Respondent of his planned absence on that day. Fisher's credited testimony is that the plant received no report that Petrowski would not be in on that day. It is not controverted that on the previous day, November 15, Fisher, after conferring with Bocoock, plant manager, reprimanded Petrowski for excessive absenteeism. Nor is it controverted that during the somewhat less than 2 months Petrowski had been employed he had been absent 11 or 12 days, or 18 percent of his working time—approximately 1 day in every work-week. One or more of these absences, according to him, apparently referring to November 9 and 10, was due to "a bad nervous condition and a slight heart attack," as diagnosed by his physician. Specifically, on direct examination, he stated that he had been absent on November 8, 9, and 10 because of a slight heart attack and was told by his doctor to rest. He was recalled on rebuttal and testified that his absence on these days was because of what Gray had said to him; he added, when asked if that were the only reason, that he had a slight heart attack. In fact, the record shows he had not been absent on November 8.

Petrowski's testimony is that after his absence on November 16, he returned on November 17 before the regular starting time and Fisher met him and told him he was discharging him for missing work the day before. Petrowski told him he would rather quit than be fired, and walked out of the plant. Fisher's testimony is that he did not see or talk to Petrowski after he failed to appear for work on November 16, and that he concluded that he had quit his employment. Particularly, he did not even see him on November 17, much less tell him he was discharged. Petrowski's testimony was not corroborated by other evidence. I do not credit it.

Conclusions

I have found the contention that Respondent imposed less desirable and more arduous duties on Petrowski after he passed out union leaflets to be devoid of substance. It follows that the further allegation of the complaint that he was for this reason forced to quit, and that this constituted a constructive discharge, is similarly without foundation. I find, on the contrary that Petrowski voluntarily quit his job on the day following Fisher's reprimanding him because of his absenteeism.

I have found that Respondent did not engage in any unfair labor practices within the meaning of Section 8(a)(3) of the Act by discriminating against John Petrowski with respect to the hire and tenure of his employment, and I have similarly found with respect to several alleged acts of interference, restraint, and coercion. I have found, however, that Morris Gray asked Betty Townsend, the Union's most active protagonist, how many employees had been signed up in the Union, and inquired specifically as to two named employees. Such an interrogation is violative of the Act. However, because of the isolated nature of this activity and the fact that Gray is a minor supervisor, I find, under all the circumstances, that it would not serve any useful purpose to recommend a remedial order herein.⁸ I shall, therefore, dismiss the complaint in its entirety.

CONCLUSIONS OF LAW

1. The operations of Respondent, Masters Sporting Goods, Division of Wilson and Co., Inc., occur in commerce within the meaning of Section 2(6) and (7) of the Act.
2. United Packinghouse, Food & Allied Workers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

⁸ *Becker & Sons, Inc.*, 145 NLRB 1788.

3. By an inquiry directed to employee Townsend by Morris Gray, a supervisor, Respondent interfered with and restrained its employees within the meaning of Section 8(a)(1) of the Act.

4. Respondent did not engage in unfair labor practices by discharging employee John Petrowski.

RECOMMENDED ORDER

It is recommended that the complaint herein be, and it hereby is, dismissed in its entirety.

Nickey Chevrolet Sales, Inc. and Automobile Salesmen & Miscellaneous Workers Union, Local 192, Distillery, Rectifying, Wine and Allied Workers International Union of America, AFL-CIO.
Case 13-CA-6401. September 23, 1966

SUPPLEMENTAL DECISION AND ORDER

On March 2, 1965, the National Labor Relations Board issued an Order in the above-entitled proceeding, finding *inter alia*, that the Respondent had discriminatorily discharged James Rakestraw and Roger Rakestraw in violation of Section 8(a)(3) and (1) of the Act and directing that Respondent make whole the above-mentioned employees for any loss of earnings resulting from the discrimination. Thereafter, on May 4, 1965, the United States Court of Appeals for the Seventh Circuit entered its decree enforcing the aforesaid Board Order.¹

On January 21, 1966, the Regional Director for Region 13 issued backpay specifications and, on February 28, 1966, the Respondent filed an answer thereto. Upon appropriate notice issued by the Regional Director, a hearing was held before Trial Examiner Samuel M. Singer on March 28, 1966, for the purpose of determining the amounts of backpay due the two claimants. On April 14, 1966, the Trial Examiner issued his Supplemental Decision, attached hereto, in which he found that as of April 1, 1966, the discriminatees were entitled to the following payments together with interest at 6 percent per annum from April 1, 1966, to the date of payment, less the tax withholding required by Federal and State laws: James Rakestraw, \$6,526.43 and Roger Rakestraw, \$3,739.17. Thereafter, the Respondent and the General Counsel filed exceptions to the Trial Examiner's Supplemental Decision. The General Counsel filed a brief, and the Respondent filed a brief in reply to the General Counsel's exceptions.

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

¹ *N.L.R.B. v. Nickey Chevrolet Sales, Inc.*, C.A. 7 (May 4, 1965).