2. With respect to the polling of employees

The General Counsel contends that the Respondent violated Section 8(a)(1) of the Act by authorizing employee Deshotel to hold a meeting in the plant at which employees were polled as to whether or not they desired to be represented by the Union. The Respondent, on the other hand, denies that it was responsible for what transpired at this meeting.

I have previously found that this meeting was called by Plant Superintendent Carter at Deshotel's request; before turning the meeting over to Deshotel, Carter assured the employees that he had no objection to a union being in the plant; after Carter left the meeting, Deshotel told the employees that President Dufrechou had informed him that if he (Dufrechou) knew that employees wanted a union, it would spare him the expense of fighting it; and thereafter, a secret election was conducted in which a majority cast ballots in favor of the Union.

I agree with the General Counsel that the Respondent was responsible for the poll thus conducted. On the other hand, I find that polling of the employees in an atmosphere free of even the slightest suggestion of threats of reprisal or promises of benefit or other unfair labor practices, as was the situation here, was neither calculated to, nor had the necessary effect of, frustrating employees in exercising their guaranteed rights within the meaning and intent of Section 8(a)(1) of the Act. Accordingly, I recommend dismissal of these allegations of the complaint.

RECOMMENDED ORDER

Upon the basis of the foregoing findings and upon the entire record of the case, I recommend that the complaint issued herein against the Respondent Gulf Container Corporation be dismissed.

Tom's Monarch Laundry & Cleaning Company, Inc. *and* **Laundry and Dry Cleaning Workers Local Union No. 56 and Amalgamated Clothing Workers of America, AFL-CIO, and Local No. 319, Amalgamated Clothing Workers of America, AFL-CIO.** *Case 25-CA-2296. November 3, 1966*

DECISION AND ORDER

On March 23, 1966, Trial Examiner Lowell Goerlich issued his Decision 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 Trial Examiner's Decision. He also found that Respondent had not engaged in certain other alleged unfair labor practices and recommended that the allegations of the complaint pertaining thereto be dismissed. Thereafter, the General Counsel filed exceptions to the Trial Examiner's Decision and a supporting 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 [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 brief, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, as modified herein.

The complaint alleged, *inter alia*, that the Respondent unlawfully discriminated against nonunion employees by granting holiday and overtime pay only to employees who were members of the Union. The Trial Examiner found that although several nonunion employees were denied holiday or overtime pay, other nonunion employees were given such benefits and concluded that the preponderance of the evidence did not establish that the denial of such benefits was discriminatorily motivated. Although the original 1954 contract provided that "in order to be eligible for a paid holiday the employee must be a member of the Union," the Trial Examiner concluded that such a provision which is still in effect was not unlawful, as also alleged in the complaint, because it was negated by a supplemental agreement executed in 1961. The supplemental agreement provided that membership in the Union was not compulsory and that "neither party shall exert any pressure on or discriminate against any employee as regards such matters."

We agree with the Trial Examiner that the evidence did not establish a discriminatory practice with regard to awarding holiday and overtime pay. Contrary to the Trial Examiner, however, we conclude that the holiday pay provisions of the collective-bargaining agreement are in violation of Section 8(a)(1) of the Act. The contract language clearly requires that, to be eligible for holiday pay, "the employee must be a member of the Union." Neither the 1961 supplemental agreement nor any other supplemental agreement subsequently executed by the parties specifically deletes or modifies the holiday pay clause or otherwise effectively dispels the clear meaning of that clause requiring union membership as a condition precedent to eligibility for holiday pay. Accordingly, we find that such provision is violative of Section 8(a)(1) of the Act.

Supplemental Conclusion of Law

The Respondent, by maintaining a contract which contains a provision requiring employees to be members of the Union to receive holiday pay, has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed them by Section 7 of the Act and has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

[The Board adopted the Trial Examiner's Recommended Order with the following modifications:

[1. Substitute the following for paragraph 1(a):

["(a) Agreeing to, continuing in force, or giving effect to any provision in any contract with any labor organization which requires as a continued condition of employment that an employee must pay general and uniform assessments of such union."

[2. Add the following as paragraph 1(b) and redesignate the original paragraph 1(b) as 1(c).

["(b) Agreeing to, continuing in force, or giving effect to any contractual provision which establishes union membership as a prerequisite to the eligibility of employees to receive holiday pay."

[3. Delete the first indented paragraph of the notice attached to the Trial Examiner's Decision marked "Appendix" and substitute the following paragraphs therefor:

> [WE WILL NOT agree to, continue in force, or give effect to any provision in any contract with any labor organization which requires as a continued condition of employment that an employee must pay general and uniform assessments of such union.
>
> [WE WILL NOT agree to, continue in force, or give effect to any provision in any contract with any labor organization which establishes union membership as a prerequisite to the eligibility of employees to receive holiday pay.]

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

On a charge filed by the Laundry and Dry Cleaning Workers Local Union No. 56, herein referred to as the Laundry Workers, the Regional Director for the National Labor Relations Board, Region 25, caused to be issued a complaint dated September 30, 1965, against Tom's Monarch Laundry & Cleaning Company, Inc., the Respondent, charging that the Respondent did engage in and is engaging in unfair labor practices within the meaning of Section 8(a)(2), (3), and (1) of the National Labor Relations Act, as amended, herein referred to as the Act. Amalgamated Clothing Workers of America, AFL–CIO, and Local No. 319, Amalgamated Clothing Workers of America, AFL–CIO, were designated as Parties of Interest, hereinafter referred to individually as Local No. 319 and Amalgamated, AFL–CIO, respectively and collectively as the Amalgamated.

On November 4, 1965, an amendment to complaint was filed alleging that the Respondent's employees were required pursuant to an agreement "to pay monies to the Amalgamated, including, but not limited to, amounts equal to Amalgamated's regular and usual initiation fees and dues and its general and uniform assessments in order to obtain . . . premium pay and paid holidays . . . ." At the hearing the General Counsel amended the complaint further by adding the names of several employees against whom, it was alleged, the Respondent had unlawfully discriminated.

The Respondent generally denied it had engaged in any of the unfair labor practices alleged.

Pursuant to due notice this case came on to be heard before Trial Examiner Lowell Goerlich, on January 20 and 21, 1965, at South Bend, Indiana. The General Counsel, the Respondent, the Laundry Workers, and Local No. 319 [1] participated fully in the hearing and each party was afforded a full opportunity to be heard, to call, examine and cross-examine witnesses, to argue orally upon the record, to submit proposed findings of fact and conclusions of law, and to file briefs. All briefs have been reviewed and considered by me.

The pertinent questions which were put in issue are:

1. Did the Respondent violate Section 8(a)(3) of the Act by refusing to pay some of its employees premium pay for overtime work and holiday pay while at the same time paying such premium pay and holiday pay to members of Amalgamated?

2. Did the Respondent violate Section 8(a)(1), (2), and (3) of the Act by retaining in its collective-bargaining agreement an Agency Shop clause requiring that an employee must pay an amount of money equal to the Union's "general and uniform assessments" as well as "its regular and usual initiation fees, and its regular and usual dues"?

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Respondent Tom's Monarch Laundry & Cleaning Company, Inc., is an Indiana corporation with its principal office and place of business at 1605 Lincolnway West, South Bend, Indiana, and is engaged at such facility in the retail and wholesale business of providing and performing laundry, dry cleaning, linen and uniform rental services, and related services.

During the past year, a representative period, the Respondent in the course and conduct of its business operations purchased, transferred, and delivered to its South Bend facility goods and materials valued in excess of $50,000 which were transported to said facility directly from States other than the State of Indiana.

The Respondent admits and I find that the Respondent is now and has been at all times material herein engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATIONS

The Laundry and Dry Cleaning Workers Local Union No. 56, the Amalgamated Clothing Workers of America, AFL–CIO, and Local 319, Amalgamated Clothing Workers of America, AFL–CIO, are and have been at all times material herein labor organizations within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. The complaint alleges in paragraph 7 that the Respondent unlawfully discriminated against certain of its employees in that (1) it paid less money to some of these employees than it did to members of Amalgamated who performed the same work,[2] and in that (2) it failed and refused to pay some of the employees premium pay for overtime work while at the same time paying such premium pay to employees who were members of Amalgamated.

Under the Respondent's current collective-bargaining agreement, the probationary period and the period during which the employee is not subject to the union-

[1] At the hearing Local No 319 moved "to strike the Amalgamated Clothing Workers of America, AFL–CIO, as a party of interest in this proceeding." Ruling on the motion was reserved by me In that "Amalgamated Clothing Workers of America" appears as a signatory to the Respondent's current collective-bargaining agreement and in that Local No 319 and the Amalgamated, AFL–CIO, have common interests in this proceeding, the motion is denied.

[2] These allegations referred to the alleged discriminatory payment of holiday pay to Amalgamated members only.

security provisions of the agreement are the same.[3] As a condition of employment probationary employees do not receive premium pay for overtime or holiday pay until such time as they are "accepted as regular employees."[4] In the face of this policy the General Counsel made no persuasive showing that unlawful discrimination prevailed either between probationary employees or between probationary employees and regular employees as to the payment of premium pay for overtime or holiday pay stemming from their membership or nonmembership in Amalgamated. While the General Counsel presented evidence of some instances where nonmembers of Amalgamated did not receive holiday pay and premium pay for overtime after having served their probationary periods, these instances were few in number. Because of the small number of these instances and the fact that some employees received holiday pay and premium pay for overtime during periods when they were not members of Amalgamated, it seems clear that the omission of payments was the result of inadvertence rather than discriminatory intent, express or implied.

The fact that the union-security provisions of the agreement became applicable to an employee when he had concluded his probationary period was coincidental rather than a device for discrimination. Furthermore, Thomas Shultz, president of the Respondent, credibly testified that he was aware of no occasion where an employee had been denied holiday pay or premium pay for overtime because he was not a member of Amalgamated. Shultz also said that the Respondent did not continue an employee's probationary period until such time as he joined the Union. Shultz explained that upon some occasions to accommodate an employee, probationary periods were extended on a voluntary basis, for example, where an employee failed to meet learning requirements.[5]

The record lacks proof to support the allegations above noted by "a preponderance" of the testimony." Moreover, there is no basis for inferring that the Respondent applied a discriminatory policy.[6] I recommend that paragraph 7 of the complaint be dismissed in its entirety.

B. (1) The Respondent's president, Thomas Shultz, was the owner of a laundry business in 1954 doing business as Northwest Laundry. This business was destroyed by fire in 1957. In January or February 1958 Shultz resumed laundry operations under the name of Tom's Monarch Laundry & Cleaning Company, Inc., the Respondent herein.

A collective-bargaining agreement was executed between Northwest Laundry and Local No. 319 on August 24, 1954. On June 30, 1958, a few months after the Respondent commenced business, according to an agreement executed between the Respondent and Local No. 319, "a dispute [had] arisen between the parties as to whether the Company [the Respondent] is a successor to and assignee in interest

[3] The agreement provides:

"Probationary period: Newly hired employees shall be hired for a probationary period measured by reasonable attendance for five (5) scheduled work weeks, as defined in the contract, and in the event such employees are retained beyond their respective probationary period they shall be accepted as regular employees. Following said probationary period, such employees shall also thereupon become members of the Union."

An amendment to the agreement provides: ". . . for new employees, the payment [under the Agency Shop Clause] shall start thirty (30) days following the date of employment or at the end of the new employee's trial or probationary period, if provisions for same appears in the Agreement, but in no case before thirty (30) days after the date of employment."

[4] In respect to holiday pay Thomas Shultz, president of the Respondent explained, "Provided they had passed the probationary period, it was a company policy, of five weeks, then they would be entitled to holiday pay." The current collective-bargaining agreement provides, "The following holidays are declared to be paid holidays for all employees other than probationary employees . . . ." (See *infra.*)

In respect to overtime pay the Agreement reads: ". . . Job rates at the expiration of probationary periods.

"1. Time and one-half shall be paid for all hours of production work over (8) hours in one day or over 40 hours in one week except for paid holidays."

[5] Marie Cartwright, one of the General Counsel's witnesses, testified that she was discharged at the end of her first probationary period for cause and thereafter was rehired and served a second probationary period.

[6] In *N.L.R.B.* v. *News Syndicate Co.*, 365 U.S. 695, 699, the Supreme Court said:

> . . . we will not assume that unions and employers will violate the federal law, favoring discrimination in favor of union members against the clear command of this Act of Congress.

of the Northwest Laundry." Thus the parties agreed to make binding upon them the "Agreement between Northwest Laundry Company of South Bend, Indiana, and the Union dated August 24, 1954 as amended and supplemented, and Agreement dated March 29, 1956 and May 28, 1957." Thereafter, supplemental agreements were executed on August 8, 1958, March 1, 1959, February 22, 1961, February 28, 1962, and March 1, 1963.[7] A notice of the desire to "modify certain of the terms and provisions" of the agreement was submitted to the Respondent by letter dated December 21, 1965. The agreement provides: "In the event that notice of intent to modify is so given, this agreement shall not be terminated on the ensuing February 28, but shall continue in effect until such time as an agreement is reached between the parties or either party gives written notice to the other on or after February 28th by certified mail that it desires to terminate this agreement, shall terminate on the said date." Under this provision the agreement was in effect as of the date of the hearing and is referred to herein as the current agreement.

(2) The agreement[8] provides:

> "*Holiday pay*: The following holidays are declared to be paid holidays for all employees *other than probationary employees*,[9] and no work shall be performed on such days, except in case of emergency: Decoration day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. [Emphasis added.]
>
> * * * * * * *
>
> Holiday pay for six (6) paid holidays shall be paid to all eligible employees, irrespective of the day in the week the holiday may fall, however, in order to be eligible for a paid holiday *the employee must be a member of the Union,* and if scheduled to work . . . ." [Emphasis supplied.]

In the February 22, 1961, supplemental agreement there appears in an Agency Shop clause:

> Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party *shall exert any pressure on or discriminate against any employee as regards such matters.* [Emphasis supplied.]

These provisions read together negate any intent upon the part of the parties to deny employees holiday pay as alleged by the General Counsel, because "to be eligible for paid holidays, employees must be members of the Amalgamated." Furthermore, it is patent from an analysis of the provisions of the agreement embodying the eligibility requirements for holiday pay that the phrases "other than probationary employees" and "member of the union" were used synonymously and that the use of the term "member of the union" carried with it no discriminatory connotation. Moreover, there is no competent credible evidence that the term was otherwise construed. Even if the provision were interpreted to require employees to become members of the Amalgamated before they would be eligible for paid holidays the coercive effect thereof as noted above has been expunged by the 1961 supplemental agreement.

I recommend that those allegations of the complaint grounded upon the illegality of the foregoing contractual provisions respecting holiday pay be dismissed.

(3) The August 24, 1954, agreement provides:

> *Probationary Period*: Newly hired employees shall be hired for a probationary period measured by reasonable attendance for five (5) scheduled work weeks, as defined in the contract, and in the event such employees are retained beyond their respective probationary period they shall be accepted as regular employees. Following said probationary period, such employees shall also become members of the Union.[10]

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[7] The March 1, 1959, February 28, 1962, and March 1, 1963, supplemental agreements were executed by both Amalgamated Clothing Workers of America and Local No 319

[8] The quoted provision appears in the August 24, 1954, agreement, which is incorporated by reference into the current agreement.

[9] The same document provides:

> Seniority rights shall not become effective until the probationary period has been completed and thereafter shall be accrued from the date of hiring There shall be no union responsibility for the re-employment of probationary employees discharged or laid off during the probationary period.

[10] This requirement as to memberships in the Union was modified by the Agency Shop Clause appearing in the February 22, 1961, supplemental agreement. See *infra*

A wage schedule attached to the August 24, 1954, agreement provides that female employees "at the expiration of the probationary period, as defined in the contract under Article II—Union Membership" (quoted above) will be increased from $.73 per hour, experienced, and $.70 per hour, inexperienced, to $.85 per hour.

The August 8, 1958, supplemental agreement in a wage schedule provides for minimum hiring rates for female employees of $.73 per hour, experienced, and $.70 per hour, inexperienced. After "the expiration of the probationary period," these employees are allowed overtime and other benefits under the same provision.

The General Counsel cites these portions of the agreement as constituting unlawful discrimination and assistance to the Union. The clear intent of these provisions is to provide a wage differential between probationary employees and the regular or more experienced employees and to afford an incentive to the probationary employees to learn their jobs and remain with the employer. These are not uncommon provisions in collective-bargaining agreements. I find nothing unlawful in this arrangement and recommend dismissal of those allegations in the complaint related thereto.

(4) The February 22, 1961, supplemental agreement incorporated an Agency Shop Clause in the agreement between the Respondent and Local 319 which provided in part ". . . it is fair that each employee in the bargaining unit, pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this agreement," and

". . . all employees shall as a condition of continued employment, pay to the Union, the employee's exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues and its *general and uniform assessments* . . . ." [Emphasis supplied.]

Shultz, whose testimony is credited, said that about 90 percent of the employees in the unit have authorized the checkoff of union dues. There have been few checkoff revocation requests. In the last couple of years two employees have elected to make payments under the Agency Shop provisions. No employee has been discharged for the nonpayment of dues. Nor has Amalgamated requested that an employee be discharged for the nonpayment of "general and uniform assessments."

By retaining in its contract the provision requiring that as a condition of continued employment the employee must pay an amount of money equal to the Union's "general and uniform assessments" as well as "its regular and usual initiation fees, and its regular and usual dues," the Respondent has violated and is violating Section 8(a)(1) of the Act. *Convair*,[11] 111 NLRB 1055, but absent any proof that the Respondent attempted to utilize the unlawful union-security provision, the Respondent's conduct did not violate Section 8(a)(2) or (3) of the Act. *Jandel Furs*,[12] 100 NLRB 1390, 1393. See also *Convair, supra*, 1057. Cf. *A. Sadler Co.*, 110 NLRB 738, 739.

Because the record does not show that the Respondent attempted to enforce the unlawful union-security provision, or intended to utilize it during the critical period herein I recommend that the allegations in the complaint relating to violations of Section 8(a)(2) and (3) in this respect be dismissed.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with its operations described in section I, above, have a close, intimate,

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[11] In the *Convair* case, *supra*, 1057, the Board said:

> . . . we find that the Respondents also violated the Act by maintaining in their contract the union-security provision requiring the payment of general union assessments, in addition to initiation fees and monthly union dues, as a condition of employment. Such contractual provision, threatening, as it does, loss of employment to any employee who fails to pay union assessments, goes beyond the permissive language of Section 8(a)(3) of the Act and has been held to act as a restraint upon employees desiring to refrain from union activities within the meaning of Section 7 of the Act. Accordingly, it follows that by retaining that provision in their contract the Respondent Company thereby violated Section 8(a)(1) of the Act.

[12] The Board said in the *Jandel Furs* case *supra*, 1392

> Absent any attempt by the parties to utilize the unlawful provisions [union security provisions] we do not find, however that the Respondents' conduct in this regard violated Sections 8(a)(2), 8(a)(3), and 8(b)(2).

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

In view of the finding that the Respondent violated the Act by maintaining in existence an illegal union-security provision, it is recommended that the Respondent cease and desist from agreeing to, continuing in force, or giving effect to a union-security provision not authorized by Section 8(a)(3) of the Act.

CONCLUSIONS OF LAW

1. The Unions are labor organizations within the meaning of the Act.
2. The Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.
3. The Respondent by maintaining an illegal union-security provision in the Agency Shop clause of its agreement with Amalagamated has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed them by Section 7 of the Act and has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.
5. The Respondent has committed no other unfair labor practices except those which have been specifically found herein to have been committed.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in this case, it is recommended that the Respondent, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Agreeing to, continuing in force, or giving effect to any illegal union-security provisions in any collective-bargaining agreement with Amalgamated Clothing Workers of America, AFL–CIO, and Local No. 319 Amalgamated Clothing Workers of America, AFL–CIO.

(b) In any other like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized by Section 8(a)(3) of the Act.

2. Take the following affirmative action which is deemed necessary to effectuate the policies of the Act:

(a) Post at its South Bend, Indiana, facility copies of the attached notice marked "Appendix." [13] Copies of said notice, to be furnished by the Regional Director for Region 25, after being duly signed by Respondent's representative, shall be posted by it 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 Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director for Region 25, in writing, within 20 days from the date of this Recommended Order, what steps the Respondent has taken to comply herewith.[14]

IT IS RECOMMENDED that the complaint be dismissed insofar as it alleges violations of the Act other than those found in this Decision.

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[13] In the event that 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 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."

[14] 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 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 our employees that:

WE WILL NOT restrain, put into effect, or incorporate in any contract with any labor organization a requirement that as a continued condition of employment an employee must pay general and uniform assessments of such union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized by Section 8(a)(3) of the Act.

TOM'S MONARCH LAUNDRY & CLEANING COMPANY, INC.,
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.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 614 ISTA Center, 150 West Market Street, Indianapolis, Indiana 46204, Telephone 633-8921.

Welsh Farms Ice Cream, Inc. *and* Milk Drivers and Dairy Employees Local No. 680, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Petitioner. *Case 22-RC-3172. November 3, 1966*

DECISION AND DIRECTION

Pursuant to an order directing hearing in the above-entitled proceeding, issued by the National Labor Relations Board on May 16, 1966,[1] the Regional Director for Region 22 issued a notice of hearing on challenged ballots, which hearing was held on June 14, 15, and 24, 1966, before Hearing Officer Bernard Wray, duly designated for that purpose.[2] The Employer and the Petitioner were represented by counsel, and each was given full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence relevant to the issues.[3]

On August 4, 1966, the Hearing Officer issued his report and recommendations on the challenged ballots, in which he recommended

[1] Not published in NLRB volumes.

[2] The tally of ballots for the election showed that there were 13 eligible voters, and that 13 ballots were cast, of which 6 were for, and 5 against, the Petitioner, and 2 were challenged. In the absence of exceptions, the Board adopted the recommendation of the Regional Director, and ordered that a hearing be held for the purpose of receiving evidence to resolve the credibility questions involved in the challenges to the ballots of Donald Griswold and Frank Hood.

[3] A representative of the Regional Director also appeared at the hearing, examined witnesses, and introduced evidence relevant to the issues.