

MR. BOWDEN: I think he's got to finance himself somehow and I want to know—

MR. JONES: We are not here to litigate how Mr. Shephard financed himself.

MR. BOWDEN: I am exploring to see what the sources of his income were.

MR. LIPTON [Trial Examiner]: I will sustain the objection. You are getting too far afield, Mr. Bowden.⁵

The court stated: "The employer's attempted inquiries on cross-examination concerned Shephard's sources of income during the backpay period; *Shephard's answers would have been relevant to the material issue whether he had interim earnings which should be deducted from backpay.* . . . In addition, since the employer's questions about Shephard's sources of income affected its backpay liability, the prohibition of cross-examination prejudiced presentation of its case." [Emphasis supplied.] Therefore, in order to obtain "a full and true disclosure of the facts," the court remanded the case "to permit the employer an opportunity to probe Shephard's other sources of income during the backpay period."

At the remand hearing, Respondent was given considerable latitude in cross-examining Shephard.⁶ In Shephard's unrefuted and credible testimony, no "other sources of income" were revealed. Nor was any evidence adduced or offered which would alter the Board's previous backpay determinations.⁷

In my opinion, Respondent has been afforded more than a fair opportunity to present its case, particularly in consideration of the extent of litigation and lapse of time since the still unremedied violations were committed by Respondent.

RECOMMENDED ORDER

It is accordingly recommended that the Board reaffirm the terms and provisions of its Supplemental Decision and Order requiring that Respondent pay to Robert W. Shephard net backpay in the amount of \$7,421.58, plus interest.

⁵ Following this ruling, Respondent continued at length its cross-examination of Shephard regarding his interim earnings, and his efforts to obtain and retain employment, during the entire backpay period.

⁶ Respondent's counsel persisted in certain questions, which were permitted in the interests of expedition, even though the General Counsel and the Trial Examiner indicated that the information sought was outside the scope of the remand and otherwise irrelevant to the material issues in the case. These questions related, for example, to Shephard's withdrawal of bank savings during the backpay period, the employment and earnings of his wife, and how many children they have and support.

⁷ Note may be taken of a statement by Respondent's counsel at the close of the remand hearing: "If we had known prior to the hearing that Mr. Shephard had no other sources of income as he now answered . . . if the Board had allowed him to answer our interrogatories [requested and denied prior to the scheduled hearing] we would have moved for a dismissal of the hearing. . . ."

World Carpets of New York, Inc. and Allied Trades Union, Local No. 18, National Federation of Independent Unions.* Case 29-CA-582.

March 27, 1967

DECISION AND ORDER

BY MEMBERS BROWN, JENKINS, AND ZAGORIA

On November 15, 1966, Trial Examiner Marion C. Ladwig 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. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision and a supporting brief, and the General Counsel filed a brief in answer to the Respondent's exceptions and 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.

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 briefs, and the entire record in the 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 adopts as its Order the Recommended Order of the Trial Examiner and hereby orders that the Respondent, World Carpets of New York, Inc., Garden City, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

* In order to reflect the disaffiliation of Allied Trades Union, Local No. 18, from National Federation of Independent Unions, and its affiliation with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, the Board, on May 17, 1968, issued an Order Approving Stipulation and Amending Order in which it substituted, in the Order and the Appendix attached thereto, the name "Local 918, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America" for the name "Allied Trades Union, Local 18, National Federation of Independent Unions."

¹ Member Zagoria concurs in the result in view of Respondent's independent violations of Section 8(a)(1) of the Act.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

MARION C. LADWIG, Trial Examiner: This proceeding was heard in Brooklyn, New York, on August 17 and 18, 1966,¹ pursuant to a charge filed on May 5 by Allied Trades Union, Local No. 18, National Federation of Independent Unions, herein called the Union, and a complaint issued on June 30 and amended on July 27. The case involves primarily the issues (a) whether the Respondent, World Carpets of New York, Inc., herein called the Company, refused the Union's May 2 bargaining request because of a good-faith doubt of the Union's majority, and (b) whether the Company thereafter violated Section 8(a)(1) by threatening striking employees with the shutdown of the warehouse and by promising them a wage increase if they would abandon the strike.

Upon the entire record, including my observation of the demeanor of the witnesses, and, after due consideration of the briefs filed by the General Counsel and the Company, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY AND THE LABOR ORGANIZATION INVOLVED

The Company is a New York corporation, and is engaged in the distribution of carpeting and related products at its warehouse in Garden City, New York, where it annually receives goods valued in excess of \$50,000 directly from outside that State. The Company admits, and I find, that it is engaged in commerce within the meaning of Section 2(6) and (7) of the Act. The Union is a labor organization within the meaning of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *May 2 Request for Recognition*

On April 27, four of the Company's five hourly paid warehouse employees at the Garden City warehouse signed authorization cards, designating the Union as their collective-bargaining representative. The status of the salaried warehouse foreman and assistant foreman is discussed later.

On May 2, Union Representatives Joseph Barresi and George Paliotta went to the warehouse and requested that Warehouse Manager Charles Alvin sign a stipulation, recognizing the Union as the collective-bargaining agent of the warehouse employees. Barresi stated that he had authorization cards signed by a majority of them. Alvin asked if he could see the cards and, in Alvin's words, "Barresi told me if I wanted to see the cards it would have to be at the National Labor Relations Board." Alvin stated that he did not have the authority to sign any such document, and stated that he would have to call his home office in Dalton, Georgia. Barresi telephoned Union President Jack Fechter for instructions. Fechter asked to speak directly to Alvin and told him, in Alvin's words, "When you talk to your officials in Dalton, Georgia, let them know that we are threatening you with pulling out the men." Thereupon, Alvin began trying to contact National Warehouse Manager Ralph Talley, first in Dalton, and then in California. When Talley returned the call later in

the morning and spoke to Alvin, Talley told him (in Alvin's words), "do what you can about giving us a little time so we can get a report to the president of the company, or give us time to think it over, but don't sign anything." Then, speaking directly to Barresi, Talley stated (in Barresi's words), "I haven't got the authority either. I have to call up Georgia."

Later in the day, Warehouse Manager Alvin again talked with National Warehouse Manager Talley, this time outside the presence of the union representatives. According to Alvin, Talley "suggested that I try to get additional time from the union delegates until a report can be submitted to Dalton, Georgia, as *Shaheen does not want a union in that warehouse.*" [Emphasis supplied.] (Shaheen Shaheen is president of the Company and five other corporations, each of which distributes and warehouses carpets manufactured in Dalton, Georgia, by the parent corporation, World Carpets, Inc., of which Shaheen is also president.)

Warehouse Manager Alvin returned to the conference room and gave the Company's answer to the two union representatives, who had been waiting several hours for the reply. In Barresi's words:

Alvin told me that he had just spoken to Talley, and Talley had told him that *the office in Georgia had said that the Company did not recognize any union, to let them strike.* [Emphasis supplied.]

(This version of what Alvin said was contained in a Board affidavit which Barresi gave on May 9, only 7 days after the event. When Barresi was being cross-examined, the company counsel quoted to him this part of the affidavit, and Barresi confirmed that this was what Alvin had said. I credit this version, which was not denied by Alvin.)

B. *The Strike for Recognition*

As earlier threatened, the union representatives immediately called a strike for recognition. Three employees, a majority of the five hourly employees, left their work and began picketing. Employee Robert Reid, the fourth employee who signed an authorization card but who was absent on May 2, first learned about the strike on May 3, when he saw the picket line on the way to work. He honored the picket line and started picketing. Warehouse Manager Alvin admitted seeing the four employees picketing on May 3, before any replacements had been hired.

There is no evidence that the Company at any time questioned or doubted the majority status of the Union. Warehouse Manager Alvin admitted that sometime after the strike began, he talked again with National Warehouse Manager Talley, who told him that among the reasons President Shaheen did not want the Union in the New York warehouse was that Shaheen was afraid that unionization would spread to his other warehouses

C. *Alleged Promises and Threats*

On May 18 or 19, after two of the four striking employees had abandoned the strike, Warehouse Foreman Richard Pollock accosted employee Robert Granado at the picket line. According to Granado's credited testimony, Pollock asked him if he was willing to come back to work, and Granado asked: "What's in it for me? I mean do I have to come back to the same thing I would be doing before?" Pollock answered: "No, I am going to get you a

¹ Unless otherwise indicated, all dates refer to the year 1966.

hundred dollars a week after everything is settled (or settled in court). . . . It's no use for you being out here. You're never going to win." They agreed to meet later that afternoon at a tavern, with the other striking employee, Reid.

Pollock met Granado and Reid at the tavern, told them, "You're never going to win," asked them to return to work, and promised: "I'll get you a hundred dollars after everything is settled in court. I won't be able to do this before that." Granado asked why they could not win if they stayed out long enough, and Pollock answered that "he had heard Shaheen had said he would close the warehouse down and ship directly from Georgia or open a new warehouse up in Jersey before he would let the Union in." Granado further recalled that Pollock "said something about we shouldn't be angry when we find out how much the other fellows are making." When asked how much that was, Pollock said he was not sure, but that the warehousemen were making somewhere from \$100 to \$120 a week. (At the time of the strike, Granado was making \$80 a week and Reid \$70.) On May 20, Pollock again talked to the two employees, and they agreed to return to work.

Foreman Pollock admitted much of this testimony. He testified that he approached Granado and asked if they would like to come back to work. Later that day he met Granado and Reid at the tavern and asked them if they would like to return at their same rate of pay; told them that "After everything was settled I would try to get them more money . . . the same as anyone else was making," which he believed was \$100 a week. He recalled that he told the employees that "Maybe if the union got in they might close the warehouse and move to Jersey or Georgia or Pennsylvania," although he claimed that this was "just conversation," and that he told them "I had heard it going around." He further testified that he might have said that if the Company shut down, it might ship directly from Georgia to the Company's customers.

Contrary to the Company's contention that Pollock was acting "on his own" and that employees Granado and Reid "did not regard Pollock's promise . . . other than Pollock's own personal feelings and obviously not those of the Company," I find that Pollock apparently spoke for the Company, and that the promise and threat, to induce these two remaining strikers to abandon the strike, coerced the employees and interfered with their Section 7 rights, in violation of Section 8(a)(1) of the National Labor Relations Act, as amended.

D. *Appropriate Bargaining Unit*

The parties agree that an appropriate unit is:

All warehouse employees of Respondent, employed at its Garden City warehouse, exclusive of office clerical employees, salesmen, guards and all supervisors as defined in Section 2(11) of the Act.

The parties further agree that the five hourly employees would be included in this unit, and that Foreman Pollock is a supervisor and would be excluded. However, the General Counsel contends, contrary to the Company, that Assistant Warehouse Foreman Wendell Dow should also be excluded as a supervisor.

Before Dow was employed, Warehouse Manager Alvin left the supervision of the hourly warehouse employees principally to Pollock, the warehouse foreman. Pollock hired employees, gave practically all their instructions, and made wage recommendations which Alvin generally followed after consultation with "higher authority" in Dalton, Georgia.

On April 18, 2 weeks before the recognition strike, Alvin employed Dow as Pollock's assistant, giving him as a starting salary the same salary that Pollock was being paid, \$150 a week. At that time, all of the hourly employees were being paid wages of \$70 or \$75 a week, except one (who did not sign a union card or go on strike) who was paid \$90 a week. Dow had been an officer in the U.S. Army and had had supervisory experience. Alvin testified that he considered Dow "different than the ordinary warehouseman," stating that because of Dow's background, he employed Dow to assist Pollock and to replace Pollock when Pollock was out for an hour or two, or absent because of vacation, sickness, or other contingency.

Within his first 3 days on the job, Dow approached employee Granado, asked him how much he was making, and upon being told \$75 a week, said: "I know it is pretty rough for you. I have arranged for you to get a raise. I don't know how much it will be." On April 20, Granado received a wage increase, from \$75 to \$80, effective April 15. (Although the Company contends that Dow was not responsible for the raise, the Company did not call Dow as a witness to deny Granado's testimony.)

Dow, who began performing a substantial part of the clerical work at a separate desk next to Pollock's, was placed on the telephone intercommunication system (one bell for Pollock, two bells for Dow, and three for Warehouse Manager Alvin) Pollock began discussing the employees' work with Dow and Alvin. Explaining Dow's role in these conversations, Pollock testified that Dow "was staying with me to more or less learn the ropes." Although the work in the warehouse is mostly routine, Dow began giving orders to the employees after his first week of employment. Since then Dow, as well as Pollock, has told the employees what to do and when to do it, and has criticized their work, as when they drive the Hyster carpet lift too fast. However, when both of them are there, Pollock does most of the directing of the work, does not cut or load carpets, and spends most of his time doing clerical work, whereas Dow works alongside the hourly employees most of the day. Dow replaces Pollock and directs the employees in the same way as Pollock does when Pollock is on vacation.

The Company contends that because of the routine nature of the work and the size of the crew, it would be "illogical" for Dow to be a supervisor: that there was "no room for a second supervisor" in the warehouse. But the question is whether Dow possessed supervisory authority on May 2—not whether Warehouse Manager Alvin was wise in employing an assistant for Pollock, who was supervising only five employees.

Weighing all the evidence, I am convinced that, at the time in question, Dow possessed at least the authority to responsibly direct the work, both when Pollock was and was not there. His salary, the same as that of the admitted supervisor, was twice the weekly wage rate of all but one of the warehouse employees. Shortly after his employment, he assumed the role of a supervisor and told an employee that he had obtained a wage increase for the employee. I do not perceive any reason for his having assumed such a role unless Warehouse Manager Alvin had discussed the matter with him and had assigned him some supervisory authority. I have considered the fact that the Company did not call Dow as a witness to deny this testimony, given by the first witness on the first day of the hearing. Also, I have given due consideration to the fact that Alvin admittedly employed Dow, because of his

supervisory experience, to assist Pollock and to replace Pollock in the latter's absence. I therefore find that Dow was a supervisor and would be excluded from the bargaining unit at the time the Union requested recognition for a unit of warehouse employees.

E. Concluding Findings

When the Union requested recognition on May 2, it represented a clear majority (four out of five) of the employees in an admittedly appropriate bargaining unit. There is no evidence that the Company at any time questioned or doubted the Union's majority status. If there had been any doubt, it would have been dispelled immediately after the rejection of the bargaining request, when a majority of the employees struck for recognition and began picketing *William S. Shurett, d/b/a Greyhound Terminal*, 137 NLRB 87, 90, 92-93 (1962), enfd. 314 F.2d 43, 44 (C.A. 5, 1963); *N.L.R.B. v. Comfort, Inc.*, 365 F.2d 867 (C.A. 8, 1966), 63 LRRM 2118, 2125.

Unless there is a good-faith doubt of a union's majority status, an employer's bargaining obligation is clear. As stated in *N.L.R.B. v. Philamon Laboratories, Inc.*, 298 F.2d 176, 179 (C.A. 2, 1962), cert. denied 370 U.S. 919.

The act imposes a duty to bargain in good faith upon request whenever a labor organization has been designated by a majority of employees in an appropriate bargaining unit. The employer must recognize and bargain with such an organization whether or not it has been certified by the Labor Board. *United Mine Workers of America v. Arkansas Oak Flooring Co.*, 351 U.S. 62 . . . (1956); *N.L.R.B. v. Sunrise Lumber & Trim Corp.*, 241 F.2d 620 (2 Cir., 1957), cert. denied 355 U.S. 818 . . . (1957). To be sure, an employer laboring under a good faith doubt as to a union's majority status need not extend recognition. Nevertheless, in the absence of such a doubt, the employer has no vested right to an election. *N.L.R.B. v. Trumfit of California*, 211 F.2d 206 (9 Cir., 1954).

Belatedly in its brief, the Company deduces that it must have had a good-faith doubt of the Union's majority status, from the fact that the circumstances of the bargaining request would, it argues, "preclude" a contrary finding. However, as in *Scobell Chemical Company, Inc. v. N.L.R.B.*, 267 F.2d 922, 926 (C.A. 2, 1959), at no time did the Company "base its refusal to recognize and bargain with the Union upon any expressed doubt that the Union represented a majority." Moreover, the considerations given by National Warehouse Manager Talley to Warehouse Manager Alvin immediately before the rejection of the recognition request, and later after the recognition strike began, demonstrated a different motivation. Thus, before the recognition rejection, Talley mentioned no doubt of the Union's majority status, but stated that President Shaheen "does not want a union in that warehouse." Later during the strike, Talley told Alvin that among the reasons President Shaheen did not want the Union in the New York warehouse was that Shaheen was afraid that unionization would spread to his other warehouses. Furthermore, the Company's subsequent unfair labor practices (threatening to close the warehouse before letting the Union in, and promising strikers that their wages would be increased \$20 to \$30 a week, to match the increased wages paid strike replacements) being "designed to induce employees to abandon their support for the Union, demonstrated a rejection of the collective-bargaining principle and give rise to the inference that its initial refusal to bargain was not in good

faith." *Bryant Chucking Gruder Company*, 160 NLRB 1526, 1530.

The Company further argues that there was no "manifestation of company policy that under no circumstances would the company ever deal with the union," and that a "decision necessitated a fuller review of the facts." However, in making this argument, the Company ignores the credited and undisputed evidence (elicited by its own counsel upon cross-examining Union Representative Barresi) that Warehouse Manager Alvin rejected the bargaining request by advising the Union that "the office in Georgia had said that the Company did not recognize any union, and let them strike." This response on its face was a flat rejection, defying the Union to carry out its threatened recognition strike. Moreover, even assuming that the Company was merely seeking more time to review the matter, its subsequent conduct indicated no interest in determining its bargaining obligation.

I therefore find, in light of all the relevant facts of the case, that since May 2 the Company has in bad faith refused to recognize and bargain with the Union in violation of Section 8(a)(5) of the Act.

Disregarding the initial obligation to recognize the Union, the Company further argues that "to allow a union to secure bargaining rights where, as here, the union by its acts of interference, restraint and coercion deprive the employees of the opportunity of a free election is to pervert and frustrate the intent of the act." To that end, the Company attempted at the hearing to litigate asserted strike misconduct. The argument is a mere afterthought. There is no allegation of union misconduct occurring before the Company gave its reply that it did not recognize any union, "let them strike," nor of any misconduct directed toward employee Reid, the fourth card signer, before he joined the strike after an absence from work and began picketing on May 3. Furthermore, the Company's attempts to litigate the matter in this proceeding were misguided. The alleged 8(b)(1)(A) violations presumably had been remedied by a settlement agreement, in a separate case, and have no materiality on the issue of the Company's refusal to bargain in this case. Much of the proffered evidence in the Company's offers of proof was clearly inadmissible as hearsay. However, I agree with the General Counsel that even assuming its admissibility, all of it taken together would not have been of such gravity as to warrant withholding a remedial order. *United Mineral & Chemical Corporation*, 155 NLRB 1390.

CONCLUSIONS OF LAW

1. By threatening to close down the warehouse before letting in the Union and by promising strikers a wage increase if they would abandon the strike, the Company engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

2. All warehouse employees at the Company's Garden City, New York, warehouse, excluding office clerical employees, salesmen, guards and supervisors as defined in the Act, constitute an appropriate bargaining unit.

3. By refusing to recognize and bargain with the Union which represented a majority of its warehouse employees, the Company violated Section 8(a)(5) and (1) of the Act.

THE REMEDY

Having found that the Respondent has committed certain unfair labor practices, I shall recommend that it be

ordered to cease and desist from such conduct and from any like or related invasion of its employees' Section 7 rights, and to take affirmative action, which I find necessary to remedy and to remove the effect of the unfair labor practices and to effectuate the policies of the Act.

Accordingly, on the basis of the foregoing findings and conclusions of the entire record, I recommend pursuant to Section 10(c) of the National Labor Relations Act, as amended, issuance of the following:

ORDER

Respondent, World Carpets of New York, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain with Allied Trades Union, Local No. 18, National Federation of Independent Unions, as the exclusive representative of the employees in the following appropriate unit:

All warehouse employees at the Company's Garden City, New York, warehouse, excluding office clerical employees, salesmen, guards and supervisors as defined in the Act.

(b) Threatening to close down its warehouse in reprisal for its employees' union activities.

(c) Promising wage increases to induce employees to abandon their support of a union.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.

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

(a) Upon request, bargain collectively with the above-named Union as the exclusive representative of all employees in the above-described appropriate unit, and embody in a signed agreement any understanding reached.

(b) Post at its warehouse in Garden City, New York, copies of the attached notice marked "Appendix."² Copies of such notice, on forms provided by the Regional Director for Region 29, after being duly signed by an authorized representative of the Respondent, shall be posted immediately upon receipt thereof, and be maintained by it for a period of 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 29, in writing, within 20 days from the date of the receipt of this Decision, what steps the Respondent has taken to comply herewith.³

² 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 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."

³ In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify the Regional Director for Region 29, in writing, within 10 days from the date of this Order, what steps 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 bargain upon request with Allied Trades Union, Local No. 18, National Federation of Independent Unions, as the exclusive representative of our warehouse employees.

WE WILL NOT threaten to close down our warehouse before letting in the Union.

WE WILL NOT promise our employees wage increases if they abandon their support of the Union.

WE WILL NOT interfere with our employees' union activities.

WORLD CARPETS OF NEW
YORK, 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, 16 Court Street, Fourth Floor, Brooklyn, New York 11201, Telephone 596-5386.

**Mel Croan Motors, Inc. and Robert A. Ferstl
and Jesse Fields.** Cases 23-CA-2360 and
2360-2.

March 27, 1967

DECISION AND ORDER

BY CHAIRMAN McCULLOCH AND MEMBERS BROWN
AND JENKINS

On December 2, 1966, Trial Examiner Samuel Ross issued his Decision in the above-entitled proceeding, finding that 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 the Respondent had not engaged in other unfair labor practices and recommended the dismissal of such allegations. Thereafter, the Respondent filed exceptions to the 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.