

In the Matter of S. BLECHMAN & SONS, INC. and UNITED WHOLESALE EMPLOYEES OF NEW YORK, LOCAL 65, TEXTILE WORKERS ORGANIZING COMMITTEE—COMMITTEE FOR INDUSTRIAL ORGANIZATION

Cases Nos. C-243 and R-205.—Decided November 4, 1937

Dry Goods Jobbing Industry—Interference, Restraint or Coercion: propaganda against union; antiunion statements; questioning employees regarding union affiliation; expressed opposition to labor organizations, threats of retaliatory action—*Company-Dominated Union:* domination and interference with administration of; financial and other support; sponsoring and fostering growth of; qualification as collective bargaining agency; disestablished as agency for collective bargaining—*Discrimination:* discharge—*Reinstatement Ordered—Back Pay Awarded—Investigation of Representatives:* controversy concerning representation of employees; refusal by employer to meet and negotiate with union representatives; prior consent election in which company-dominated union received plurality of votes cast held invalid—*Units Appropriate for Collective Bargaining:* occupational differences; divergence of interests; wage differentials—*Election Ordered:* company-dominated union excluded from ballot.

Mr. David A. Moscovitz and Mr. Victor A. Pascal, for the Board.

Mr. David Michelsohn, of New York City, for the respondent.

Mr. Bernard Shatzkin and Mr. Harry Bass, of Brooklyn, N. Y., for the Association.

Mr. Howard Lichtenstein, of counsel to the Board.

DECISION

ORDER

AND

DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

Charges and amended charges having been filed by Wholesale Dry Goods Employees Union, Local 19932, American Federation of Labor, herein called the Union, the National Labor Relations Board, herein called the Board, by Elinore M. Herrick, Regional Director for the Second Region (New York City), issued and duly served its complaint dated July 26, 1937, against S. Blechman & Sons, Inc., of New York City, the respondent herein, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (3) and Section

2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On July 28, 1937, a further amended charge was filed by United Wholesale Employees of New York, Local 65, Textile Workers Organizing Committee—Committee for Industrial Organization, the name and affiliation of the Union having been so changed on July 22, 1937. In substance, the complaint, as amended,¹ alleged that the respondent dominated and interfered with the administration of Employees' Association of S. Blechman & Sons., Inc., herein called the Association, and contributed support thereto, that it intimidated its employees to prevent their joining the Union, and that it demoted Sol Joffe, Theodore Gartner and Louis Gordon, and discharged Sam Keenholtz, employees of the respondent, because of their activity on behalf of the Union. On July 29, 1937, the respondent filed its answer to the complaint admitting that it was engaged in interstate commerce but denying that it had engaged in the alleged unfair labor practices.

Pursuant to a notice served upon the respondent, the Union, and the Association, a hearing was held in New York City, on August 2 and 3, 1937, before Fred A. Hughes, the Trial Examiner duly designated by the Board. The Board, the respondent, and the Association appeared by counsel. At the opening of the hearing, counsel for the Association withdrew from the hearing on the ground that the complaint was not directed against the Association, and did not participate further, although he was apprised of his privilege to controvert any testimony that might be elicited, so far as it affected the Association. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded to all parties.

On September 20, 1937, the Trial Examiner filed his Intermediate Report to the complaint, in which he found that the respondent had dominated and interfered with the administration of the Association, had restrained and coerced its employees in the exercise of their right to self-organization, and had discharged Sam Keenholtz because of his activities on behalf of the Union. No findings were made with respect to the alleged discriminatory demotions of Theodore Gartner and Louis Gordon.

On September 30, 1937, the respondent filed its Exceptions to the Intermediate Report, in which it excepted to the Trial Examiner's findings that the respondent had engaged in and was engaging in the unfair labor practices alleged in the complaint. It further excepted to the Trial Examiner's rulings in granting the motions of the

¹ Pursuant to a notice of motion issued on July 29, 1937, the Board amended its complaint to include the allegation with respect to the discharge of Sam Keenholtz. During the course of the hearing, on motion of the Board's attorney, the allegations concerning the demotion of Sol Joffe were stricken from the complaint.

Board's attorney to amend the pleadings to conform to the proof, and to strike from the answer of the respondent allegations that the Union is an irresponsible organization, and in denying the respondent's motion to dismiss the complaint for the reason that Wholesale Dry Goods Employees Union, A. F. of L., having gone out of existence, was no longer a party to the proceedings. We find no merit in the exceptions, and they are hereby overruled.

On May 21, 1937, the Union petitioned the Board for an investigation and certification of representatives pursuant to Section 9 (c) of the Act. On June 2, 1937, the Board directed the Regional Director to conduct an investigation and provide for an appropriate hearing upon due notice, pursuant to Section 9 (c) of the Act and Article III, Section 3 of National Labor Relations Board Rules and Regulations—Series 1, as amended.

Pursuant to a notice served upon the respondent, the Union, and the Association, which had been named in the Union's petition as a labor organization claiming to represent employees of the respondent, a hearing was held in New York City, on July 2 and 3, 1937, before Henry J. Kent, the Trial Examiner duly designated by the Board. All parties appeared by counsel and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues.

The Board has reviewed the rulings made by the Trial Examiners on motions, objections, and other matters during the hearings, and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On October 5, 1937, pursuant to Article III, Section 10 (c) (2) of National Labor Relations Board Rules and Regulations—Series 1, as amended, the Board issued an order consolidating the cases for all purposes.

Upon the records in both cases, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The respondent, S. Blechman & Sons, Inc., is a corporation organized and existing under the laws of the State of New York, with its principal office and place of business in New York City. The respondent is a jobber engaged in the purchase and sale of dry goods, including underwear, knitwear, notions, hosiery, gloves, and household merchandise. It employs approximately 248 employees, consisting of inside and outside salesmen, buyers, shipping clerks, receiving clerks, order takers, packers, filing clerks, bookkeepers, and other clerical employees. The extent of the respondent's business

activity is not disclosed in the records. The respondent stipulated, however, that it receives approximately 70 per cent of its purchases from points outside the State of New York, and that approximately 55 per cent of its sales are shipped to states other than New York.

II. THE ORGANIZATIONS INVOLVED

United Wholesale Employees of New York, Local 65, Textile Workers Organizing Committee—Committee for Industrial Organization, is a labor organization, first organized in 1933 as Wholesale Dry Goods Workers Union. In February 1935 it became affiliated with the American Federation of Labor and was designated as Wholesale Dry Goods Employees Union, Local 19932, A. F. of L. On July 22, 1937, the Union adopted its present name after merging with Local 65 of Textile House Workers Union and Warehouse Workers Union, and becoming affiliated with the Committee for Industrial Organization. The Union admits to membership all employees of the respondent except credit men, buyers, assistant buyers, department heads, other supervisory employees, and secretaries to such employees.

The Mutual Aid and Benevolent Association of S. Blechman & Sons, Inc., was organized in 1929 for the purpose of extending financial assistance and other aid to the respondent's employees. In January 1934 it was incorporated under the laws of the State of New York as Employees' Association of S. Blechman & Sons, Inc. At the same time, it extended its activities to include the function of collective bargaining. The Association is a labor organization admitting to membership all employees who have been employed by the respondent for a period of at least six months.

III. THE UNFAIR LABOR PRACTICES

A. *Domination and interference with the Association and discrimination against the Union*

As indicated above, the Association came into existence as an employees' organization for the purpose of engaging in mutual welfare activities among the respondent's employees. Upon its incorporation in 1934, the following provision was included in its constitution:

In accordance with the principles expounded in the National Recovery Act, this organization shall function under the rulings of the above Act, and also incorporate within itself the principle of collective bargaining.²

An examination of the record, however, reveals that the Association never seriously attempted to bargain collectively in the interests of

² Board's Exhibit No. 13 (Hearing, July 2, 3, 1937).

its members. Instead, it became a convenient weapon in the hands of the respondent to combat any form of genuine collective bargaining activity in its plant.

Article V, Section 5, of the Association's constitution provides that "all voting shall be strictly by open ballot". It is not therefore surprising that supervisory and confidential employees succeeded in monopolizing the offices of the Association and perverting its functions to fit the labor policies of the respondent. From 1934 to 1937, Aaron Hochberg, an office manager and assistant credit manager, whose activities on behalf of the respondent are hereinafter set forth, held the office of president of the Association. Other officers elected during this period included Charles Feifer and Sam Littow, buyers, Sol Eisenberg and Pincus Roth, assistant buyers, and Barney Eligman, department head. Meetings of the Association's grievance committee and other Association activities were permitted to be conducted during working hours in the respondent's plant.

The history of collective bargaining between the grievance committee of the Association and the respondent is remarkably barren, and fails to reveal even an effort on the part of the Association to meet with the officers of the respondent regarding any problem of consequence to the employees. Theodore Gartner, who had served on the grievance committee for three years, could not recall any negotiations with the respondent regarding salaries.

Jerome Eibner, recording secretary of the Association, testified, after a recess during which Slonim, the respondent's treasurer, had refreshed his previously blank memory, that an oral agreement as to salary increases had existed between the respondent and the Association, and that general wage increases had been granted in 1935 and 1936. He could not recall, however, any negotiations which the respondent carried on with the grievance committee, nor could he recall the details attendant upon the alleged wage increases.

He testified that finally, in 1937, the election for officers of the Association was conducted by secret ballot, although the constitution, as introduced, fails to disclose any amendment of the original provision with respect to voting. As an officer and member of the grievance committee since 1936, Eibner displayed an astounding ignorance of its activities and achievements. We can only conclude that the Association's venture into the field of collective bargaining, if it ventured at all, was both half-hearted and unproductive.³

The respondent made no effort to conceal its solicitude for the Association or its use of the Association to combat the Union in its

³ In June 1937, when Union activity became increasingly manifest, the respondent announced that it would grant the equivalent of vacations with pay to its employees. We are unimpressed with the claim of the Association that this concession was secured through its efforts since its previous request for vacations had been refused

attempts to recruit members among the employees. During the spring of 1937, as indicated more fully below, the respondent exerted every possible effort to establish the Association, unquestionably as the pseudo-representative of its employees. During this period, Arthur Osman, executive secretary of the Union, communicated with Hochberg and asked for permission either to deliver an address at an Association meeting, or to engage in a debate with an Association representative regarding the relative merits of the Association and the Union. Although Osman's communication was brought up for consideration at a general meeting of the Association, the testimony is not controverted that Hochberg refused to permit the members to vote on Osman's proposal. The inference is inescapable that Hochberg's interests as a supervisory employee and as president of the Association conflicted, to the detriment of the employees.

In April 1937, prior to a consent election among the employees to determine whether they desired to be represented by the Association or the Union, the respondent engaged in a course of conduct designed to gain members for the Association and discourage membership in the Union.⁴

Stier, the respondent's credit manager, addressed a group of shipping department employees during working hours, shortly before the election, and advised them that if an "outside" union came into the plant, existing employer-employee harmony would be destroyed. Sol Kornblau, a stock clerk, was told by his supervisor, Harry Schneider, a buyer, that his activities on behalf of the Union were known. He was advised to see Nathan Blechman, one of the respondent's officers, and profess his loyalty to the respondent. This incident likewise occurred prior to the election.

Following the consent election of April 27, 1937, the respondent continued its policy of discouraging membership in the Union. In May or June 1937, Theodore Gartner, an inside salesman, was called to Hochberg's office, and later to the office of Slonim, the treasurer of the respondent, and accused of being a member of the Union. He was advised that he was being watched.

Evelyn Galkin, employed in the shipping department, though not a member of the Union, was accused by Resnick, her superior, of union activity. Her father, a customer of the respondent, was summoned to the plant and told that his daughter was a union leader. Thereafter Resnick transferred her to another desk in the office, saying, "If I have to make another change, I will have to change you out of here."

In contrast to its hostility toward all union activity, the respondent carefully nurtured the growth of the Association. As we have noted

⁴ The consent election is discussed under Section IV, *infra*.

above, the grievance committee was permitted to meet on the respondent's property during working hours. Prior to the election in April 1937, supervisory employees electioneered for the Association. In June 1937, the Association distributed petitions throughout the plant which authorized the Association to represent the signers for the purposes of collective bargaining. Although these petitions were circulated during working hours, the respondent did not in any way object to such activity.

We find that at all times since the formation of the Association, the respondent dominated and interfered with its administration, and contributed support to it; that since April 1937, the respondent has engaged in a course of discrimination which has had the effect of encouraging membership in the Association and discouraging membership in the Union.

B. The discharge of Sam Keenholtz

Keenholtz had been employed by the respondent since August 1936 as a reserve stock clerk. He was a member of both the Union and the Association, and there is some evidence that he was active in union affairs. Late in April 1937, Keenholtz was transferred to the sub-basement by Resnick, the general superintendent of shipping and stock, who claimed that an experienced clerk was required in that position. Keenholtz was second in point of seniority among six reserve stock clerks, and although he protested against the transfer, he assumed his duties in the sub-basement.

On June 29 Keenholtz was called to Slonim's office, accused of soliciting union members during working hours, and was asked by Slonim why he did not resign if he was not satisfied with his position. He denied the charge and was permitted to return to work. On July 23, 1937, he was summoned to Nathan Blechman's office, told that the sub-basement was being closed, and that since he was the last person employed there his services were no longer required. Keenholtz complained to the grievance committee of the Association but it failed to secure his reinstatement.

The respondent does not contend that Keenholtz was discharged because of inefficiency. Indeed, the testimony that he was transferred to the sub-basement because he was an experienced and responsible employee, was not denied. The respondent maintains that Keenholtz was discharged because he did not hold seniority in the sub-basement.

The evidence discloses, however, that the sub-basement was a part of the reserve stock department, and that Keenholtz' status as a reserve stock clerk and his seniority had not been changed by his transfer to the sub-basement. It seems evident that the loss of

seniority was only an asserted pretext. We find that the respondent discharged Keenholtz because of his activities in behalf of the Union.⁵ Since Keenholtz has not found substantially equivalent employment since his discriminatory discharge, he has not lost his status as an employee of the respondent.

IV: THE QUESTION CONCERNING REPRESENTATION

During 1936 and the spring of 1937, the Union made numerous unsuccessful attempts to negotiate with the respondent's officers. The continued refusal of the respondent to meet with union representatives culminated in the filing of charges with the Regional Director on April 21, 1937. At the same time, the respondent, the Association, and the Union consented to the holding of an election among the respondent's employees. It was agreed by the representatives of the Union and the respondent, and so appeared on the notice of election, that those employees on the pay roll as of April 15, 1937, except department heads, supervisors, credit men, buyers, those assistant buyers who purchase substantial quantities of merchandise, and secretaries to supervisory employees, would be eligible to vote.

Although Hochberg was not present when the eligibility conditions were concluded, the evidence is clear from the various conferences he attended prior to the election, that he had knowledge of the decision reached by the other parties, and that he made no objection. In any event, he later refused to distribute copies of the notice of election, as he had previously consented to do.

The election was conducted under the supervision of the Regional Director on April 27, 1937. The tally sheet recorded 231 ballots cast: 108 for the Association, 94 for the Union, and 29 challenged and not counted. The column on the tally sheet provided for the purpose of showing the number of employees eligible to participate in the election was left blank.

The Union protested immediately thereafter that the election was not conducted in accordance with the conditions upon which it had given its consent, and that the results did not fairly represent the desires of those employees entitled to vote. We need not now consider the contentions of the parties with respect to the validity of the election. We have found that the respondent has dominated and interfered with the administration of the Association, and that such domination and interference continued and was effective at the time of the election. It follows that the designation of the Association on the ballots was illegal.

⁵ The evidence with respect to the demotion of Theodore Gartner and Louis Gordon is insufficient to warrant serious consideration. In both cases, the demotions were temporary, and at the time of the hearing, both employees were engaged in their usual duties for the respondent. In neither case was evidence elicited to show that the respondent's activity in ordering the demotions constituted an unfair labor practice.

We find that the question which has arisen concerning the representation of employees of the respondent has not been settled, and can be resolved only by the conduct of an election in which the Association does not participate.

V. THE APPROPRIATE UNIT

The Union contends that all employees of the respondent, except outside salesmen, department heads, supervisors, credit men, buyers, assistant buyers, and secretaries to supervisory employees, constitute a unit appropriate for the purposes of collective bargaining. It was agreed both by the Union and the respondent that these supervisory and confidential employees⁶ were to have been excluded from the consent election of April 27. We shall exclude such employees from the unit which we shall find to be appropriate for the purposes of collective bargaining with the respondent.

The election agreement was silent with respect to the status of the 18 outside salesmen employed by the respondent, and the Union maintains that these employees constitute a separate appropriate unit among themselves. There is some evidence that the outside salesmen have a benevolent organization similar to the Association, and that prior to the election of April 27 the president of the outside salesmen's organization agreed with the Association that the Association represent it on the ballot.⁷ The Union claims to represent a majority of such employees.

The record is clear that the working conditions and problems of outside salesmen are totally different from those of other employees. All of the respondent's employees, including inside salesmen, but excluding outside salesmen, are salaried employees required to work a fixed number of hours per week. Such employees are subject to direct supervision by department heads and are at times shifted from one position to another in the plant. The outside salesmen, on the other hand, are paid on a commission basis, have no fixed hours of employment, and work away from the plant.

We therefore find that, in order to insure to the employees of the respondent the full benefit of their right to self-organization and collective bargaining, and otherwise to effectuate the policies of the Act, all of the respondent's employees, except department heads, supervisors, credit men, buyers, assistant buyers, secretaries to supervisory employees, and outside salesmen, constitute a unit appropriate for the purposes of collective bargaining. We further find that the outside salesmen employed by the respondent also constitute a unit appropriate for such purposes.

⁶ The outside salesmen are considered below

⁷ The record does not disclose whether or not the members of the outside salesmen's organization consented to this agreement.

VI. EFFECT OF UNFAIR LABOR PRACTICES AND QUESTION OF REPRESENTATION
ON COMMERCE

We find that the activities of the respondent set forth in Section III above, and the question concerning representation which has arisen occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several states, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

VII. THE REMEDY

We have found that the respondent has dominated and interfered with the administration of the Association and has contributed support to it. Since its inception, and especially since the question concerning the representation of the respondent's employees has arisen, the respondent has used the Association as a convenient weapon to prevent the exercise of its employees' rights to self-organization and collective bargaining. The Association is engaged, however, in numerous activities aside from collective bargaining and therefore should not be disestablished for all purposes by our order. But in order to restore to the employees some measure of their rights guaranteed under the Act and denied to them through the respondent's activities in connection with the functioning of the Association, we shall order the respondent to withdraw all recognition from the Association, and disestablish it, as representative of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment. The Board's order will not interfere with the numerous activities of the Association other than those with respect to collective bargaining.

We have concluded that the consent election of April 27, 1937, did not reflect the free and independent choice of the respondent's employees in the units found above to be appropriate for the purposes of collective bargaining. We shall therefore order elections to be held among the employees of the respondent in such appropriate units. In doing so, we shall make no provision for the designation of the Association on the ballots.

CONCLUSIONS OF LAW

Upon the basis of the above findings of fact, the Board makes the following conclusions of law:

1. United Wholesale Employees of New York, Local 65, Textile Workers Organizing Committee—Committee for Industrial Organi-

zation, previously known as Wholesale Dry Goods Employees Union, Local 19932, A. F. of L., is a labor organization, within the meaning of Section 2 (5) of the Act.

2. Employees' Association of S. Blechman & Sons, Inc., is a labor organization, within the meaning of Section 2 (5) of the Act.

3. By its domination and interference with the administration of Employees' Association of S. Blechman & Sons, Inc., and by contributing support thereto, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

4. Sam Keenholtz was, at the time of his discharge, and at all times thereafter, an employee of the respondent, within the meaning of Section 2 (3) of the Act.

5. By discriminating in regard to the hire and tenure of employment of Sam Keenholtz, and thereby discouraging membership in United Wholesale Employees of New York, Local 65, Textile Workers Organizing Committee—Committee for Industrial Organization, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

6. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed by Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

8. By its demotion of Theodore Gartner and Louis Gordon, the respondent has not engaged in and is not engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

9. A question affecting commerce has arisen concerning the representation of employees of S. Blechman & Sons, Inc., within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

10. All of the employees of S. Blechman & Sons, Inc., except department heads, supervisors, credit men, buyers, assistant buyers, secretaries to supervisory employees, and outside salesmen, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

11. All outside salesmen employed by S. Blechman & Sons, Inc., constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

ORDER

Upon the basis of the findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the

National Labor Relations Board hereby orders that the respondent S. Blechman & Sons, Inc., and its officers, agents, successors, and assigns shall:

1. Cease and desist:

(a) From in any manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining and other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act;

(b) From in any manner discouraging membership in United Wholesale Employees of New York, Local 65, Textile Workers Organizing Committee—Committee for Industrial Organization, or any other labor organization of its employees, by discriminating against its employees in regard to hire or tenure of employment or any term or condition of employment;

(c) From in any manner dominating or interfering with the administration of Employees' Association of S. Blechman & Sons, Inc., or any other labor organization of its employees, and from contributing support to Employees' Association of S. Blechman & Sons, Inc., or to any other labor organization of its employees.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from Employees' Association of S. Blechman & Sons, Inc., as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and disestablish Employees' Association of S. Blechman & Sons, Inc. as such representative;

(b) Offer Sam Keenholtz immediate and full reinstatement to his former position without prejudice to his seniority and other rights and privileges;

(c) Make whole Sam Keenholtz for any loss of pay he has suffered by reason of his discharge, by payment to him of a sum of money equal to that which he would normally have earned as wages from July 23, 1937, the date of his discharge, to the date of such offer of reinstatement, less the amount which he has earned during that period;

(d) Immediately post notices in conspicuous places throughout its plant and maintain such notices for a period of thirty (30) consecutive days stating (1) that the respondent will cease and desist as aforesaid; and, (2) that the respondent will withdraw all recognition from Employees' Association of S. Blechman & Sons, Inc., as the representative of any of its employees for the purpose of

dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(e) Notify the Regional Director for the Second Region in writing within ten (10) days from the date of this order what steps the respondent has taken to comply therewith.

3. The complaint is hereby dismissed to the extent that it concerns the demotions of Theodore Gartner and Louis Gordon.

DIRECTION OF ELECTIONS

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 8 of National Labor Relations Board Rules and Regulations—Series 1, as amended, it is hereby

DIRECTED that, as part of the investigation authorized by the Board to ascertain representatives for collective bargaining with S. Blechman & Sons, Inc., elections by secret ballot shall be conducted within fifteen (15) days from the date of this Direction, under the direction and supervision of the Regional Director for the Second Region, acting in this manner as agent for the National Labor Relations Board, and subject to Article III, Section 9 of said Rules and Regulations, among:

(1) all the employees of S. Blechman & Sons, Inc., who were employed during the week of May 21, 1937, except department heads, supervisors, credit men, buyers, assistant buyers, secretaries to supervisory employees, and outside salesmen, and any other employees who have since resigned or who have been discharged for cause, as constituting one unit;

(2) all outside salesmen of S. Blechman & Sons, Inc. who were employed during the week of May 21, 1937, except those who have since resigned or who have been discharged for cause, as constituting another unit;

to determine, in the case of each unit, whether they desire to be represented by United Wholesale Employees of New York, Local 65, Textile Workers Organizing Committee—Committee for Industrial Organization, for the purposes of collective bargaining.

[SAME TITLE]

AMENDMENT TO DIRECTION OF ELECTIONS

December 1, 1937

On November 4, 1937, the National Labor Relations Board, herein called the Board, issued a Direction of Elections in the above-

entitled proceeding, the election to be held within fifteen (15) days from the date of Direction, under the direction and supervision of the Regional Director for the Second Region (New York City). The Board, having been advised that an election at this time would not settle the question concerning representation which has arisen, hereby amends the Direction of Elections issued on November 4, 1937, by striking therefrom the words, "within fifteen (15) days from the date of this Direction", and substituting therefor the words, "within a period to be determined hereafter by the Board."