

Per Curiam.

LOCAL 24, INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS, WAREHOUSE-  
MEN & HELPERS OF AMERICA, AFL-CIO, ET AL.  
v. OLIVER ET AL.

ON PETITION FOR WRIT OF CERTIORARI TO THE SUPREME  
COURT OF OHIO.

No. 813. Decided May 16, 1960.

Ohio's antitrust law may not be applied to prevent the contracting parties from carrying out a collective bargaining agreement upon a subject matter as to which the National Labor Relations Act directs them to bargain. *Teamsters Union v. Oliver*, 358 U. S. 283. Therefore, certiorari is granted and the judgment below is reversed. Pp. 605-606.

170 Ohio St. 207, 163 N. E. 2d 383, reversed.

*David Previant, Robert C. Knee, Bruce Laybourne and David Leo Uelmen* for petitioners.

*Bernard J. Roetzel and Charles R. Iden* for respondents.

PER CURIAM.

The motion for leave to use the record in No. 49, October Term, 1958, is granted. The petition for certiorari is also granted. After our remand to the Court of Appeals of the State of Ohio, Ninth Judicial District, for proceedings not inconsistent with the opinion of this Court, 358 U. S. 283, the Court of Appeals set aside its previous order "as it concerns and applies to Revel Oliver, appellee, as a lessor-driver" but continued the order in full force and effect "as it concerns and applies to Revel Oliver, appellee, as a lessor-owner and employer of drivers of his equipment." We read the judgment of the Court of Appeals as enjoining petitioners and respondents A. C. E. Transportation Co. and Interstate Truck Service, Inc., from enforcing against respondent Oliver those parts of Article

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32 which provide that hired or leased equipment, if not owner-driven, shall be operated only by employees of the certificated or permitted carriers and require those carriers to use their own available equipment before hiring any extra equipment. Art. XXXII, §§ 4 and 5, 358 U. S., at 298-299. While we do not think the issue was tendered to us when the case was last here, we are of opinion that these provisions are at least as intimately bound up with the subject of wages as the minimum rental provisions we passed on then. Accordingly, as in the previous case, we hold that Ohio's antitrust law here may not "be applied to prevent the contracting parties from carrying out their agreement upon a subject matter as to which federal law directs them to bargain." 358 U. S., at 295.

The judgment accordingly is

*Reversed.*

MR. JUSTICE WHITTAKER dissents.

MR. JUSTICE FRANKFURTER and MR. JUSTICE STEWART took no part in the consideration or decision of this case.