

In the Matter of CHARLES R. ARMSTRONG AND A. PARKER TERRYBERRY,  
D/B/A H. R. TERRYBERRY COMPANY and INTERNATIONAL JEWELRY  
WORKERS UNION, AFL, LOCAL No. 3

*Case No. 7-CA-32.—Decided February 13, 1950*

DECISION

AND

ORDER

On November 17, 1949, Trial Examiner Joseph L. Hektoen issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices in violation of Section 8 (a) (1) and (5) of the Act, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

The Board<sup>1</sup> 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.<sup>2</sup> The Board has considered the Intermediate Report, the Respondent's exceptions and brief, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.<sup>3</sup>

ORDER

Upon the entire record in the case and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor

<sup>1</sup> Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this proceeding to a three-member panel [Chairman Herzog and Members Reynolds and Murdock].

<sup>2</sup> In substantial agreement with the finding of the Trial Examiner, to which no exception was taken, we find that all production and maintenance employees of the Respondent at its Grand Rapids, Michigan, plant, excluding office and clerical employees, and supervisors as defined in the Act, constitute an appropriate unit for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

<sup>3</sup> By affirming the Trial Examiner's finding that the Respondent has, since on and after February 27, 1948, refused to bargain collectively with the Union, we do not imply that the Respondent's conduct prior to that date was not in violation of the Act. However, we find it unnecessary to pass upon the question of when the violation first occurred.

Relations Board hereby orders that the Respondent, Charles R. Armstrong and A. Parker Terryberry, d/b/a H. R. Terryberry Company, Grand Rapids, Michigan, its partners, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Jewelry Workers Union, AFL, Local No. 3, as the exclusive representative of all production and maintenance employees at the Respondent's Grand Rapids, Michigan, plant, excluding office and clerical employees, and supervisors as defined in the Act;

(b) In any other manner interfering with the efforts of International Jewelry Workers Union, AFL, Local No. 3, to negotiate for or to represent the employees in the aforesaid bargaining unit, as their exclusive bargaining agent.

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

(a) Upon request, bargain collectively with International Jewelry Workers Union, AFL, Local No. 3, as the exclusive representative of its employees in the aforesaid appropriate unit, with respect to grievances, labor disputes, wages, rates of pay, hours of employment, or other terms or conditions of employment, and, if an understanding is reached, embody it in a signed agreement;

(b) Post at its Grand Rapids, Michigan, plant, copies of the notice attached hereto and marked Appendix A.<sup>4</sup> Copies of said notice, to be furnished by the Regional Director for the Seventh Region, shall, after being duly executed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and be maintained by it for a period of sixty (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 the Seventh Region (Detroit, Michigan), in writing, within twenty (20) days from the date of the receipt of this Order what steps the Respondent has taken to comply herewith.

<sup>4</sup> In the event this Order is enforced by decree of a Circuit Court of Appeals, there shall be inserted in the notice before the words, "A DECISION AND ORDER," the words, "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING."

## APPENDIX A

## NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT engage in any acts in any manner interfering with the efforts of INTERNATIONAL JEWELRY WORKERS UNION, AFL, LOCAL No. 3 or any other labor organization, to negotiate for or represent our employees in the bargaining unit described below.

WE WILL BARGAIN collectively upon request with the above-named union as the exclusive representative of all of our employees in the bargaining unit described below, with respect to rates of pay, wages, hours of employment, or other conditions of employment, and if an understanding be reached, embody it in a signed agreement. The bargaining unit is:

All production and maintenance employees, excluding office and clerical employees and supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.

CHARLES R. ARMSTRONG AND A. PARKER TERRYBERRY,  
D/B/A H. R. TERRYBERRY COMPANY

*Employer.*

By -----  
(Representative)

(Title)

Dated -----

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

## INTERMEDIATE REPORT

*Mr. George A. Sweeney*, for the General Counsel.

*Mr. John W. Cummiskey (McCobb, Heaney and Dunn)*, of Grand Rapids, Mich., for the Respondent.

## STATEMENT OF THE CASE

Upon an amended charge filed on August 16, 1948,<sup>1</sup> by International Jewelry Workers Union, AFL, Local No. 3, herein called the Union, the General Counsel of the National Labor Relations Board, herein called respectively the General Counsel<sup>2</sup> and the Board, by the Regional Director for the Seventh Region (Detroit, Michigan), issued his complaint dated August 10, 1949, against Charles R. Armstrong and A. Parker Terryberry, d/b/a H. R. Terryberry Company, herein

<sup>1</sup> The original charge was filed on January 12, 1948.

<sup>2</sup> This term includes the General Counsel's representative at the hearing.

called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, as amended, 61 Stat. 136, herein called the Act. Copies of the complaint and charges, accompanied by notice of hearing, were duly served upon the Respondent and the Union.

With respect to the unfair labor practices the complaint alleged in substance that the Respondent: (1) from on or about February 27, 1948, and at all times thereafter, failed and refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit; and (2) thereby interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act.

The Respondent thereafter filed an answer admitting the allegations of the complaint respecting the nature of its business, denying the commission of any unfair labor practices, and setting up certain affirmative defenses which are hereinafter considered.

Pursuant to notice, a hearing was held on August 30 and 31, 1949, at Grand Rapids, Michigan, before the undersigned, Josef L. Hektoen, the Trial Examiner duly designated by the Chief Trial Examiner. The General Counsel and the Respondent were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues, was afforded all parties.

At the close of the hearing, the General Counsel and counsel for the Respondent made brief statements of position on the record. A brief has been received from counsel for the Respondent.<sup>3</sup>

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:

#### FINDINGS OF FACT

##### I. THE BUSINESS OF THE RESPONDENT

The Respondent, Charles R. Armstrong and A. Parker Terryberry, d/b/a H. R. Terryberry Company, is a copartnership consisting of Charles R. Armstrong and A. Parker Terryberry. It is engaged at Grand Rapids, Michigan, in the manufacture and sale of college and high-school rings and fraternal jewelry. During the year 1947, it bought raw materials consisting chiefly of gold and semi-precious stones, valued in excess of \$50,000, more than 70 percent thereof being obtained from sources outside the State of Michigan. During the same year, it sold finished products valued in excess of \$200,000, of which less than 25 percent was shipped to points outside the State of Michigan. The Respondent admits that it is engaged in commerce, within the meaning of the Act.

##### II. THE ORGANIZATION INVOLVED

International Jewelry Workers Union, AFL, Local No. 3, is a labor organization admitting to membership employees of the Respondent.

<sup>3</sup> Counsel for the Respondent made no motion to dismiss the complaint at the hearing; he made such a motion in his brief, however. It is disposed of as hereinafter set forth.

## III. THE UNFAIR LABOR PRACTICES

*The refusal to bargain*

## A. The appropriate unit and representation by the Union of a majority therein

Upon a petition filed by the Union on October 27, 1947,<sup>4</sup> an agreement for consent election entered into by the parties on November 4, and approved on November 5, and the results of an election conducted by him pursuant thereto on November 13,<sup>5</sup> the Regional Director for the Seventh Region on November 21 issued his consent determination of representatives finding that the Union was the exclusive representative of the employees of the Respondent in the appropriate unit defined in the consent agreement.

The undersigned finds, pursuant to the consent agreement, that all production and maintenance employees of the Respondent, excluding office and clerical employees and supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act. He further finds that on November 13, 1947, the Union was, at all times thereafter has been, the exclusive representative of all of the employees of the Respondent in the appropriate unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.<sup>6</sup>

## B. The chronology of events

Immediately preceding the election on November 13, H. R. Terryberry, until shortly theretofore the sole proprietor of the Respondent, but still a dominant figure therein, caused to be handed to each employee the following documents, the first two signed by him and the third by the Respondent, on the dates borne by them: "An Important Personal Message for You" dated November 6, "Important Information for You" dated November 10, and an untitled two-page communication dated November 11.

In the first, he told of having disposed of his interest in the Respondent "on the doctor's recommendation," stated that he had determined to try to carry on in the face of the Union's ominous appearance on the scene<sup>7</sup> because of his belief that intelligent people could work out their problems "without a strange third party coming into the picture," pointed out competitors of the Respondent used the incentive plan, and finally urged that the matter be given "careful and prayerful thought" by the employees. In the second, Terryberry reviewed his findings of conditions in other shops, pointed out that the Respondent's employees were doing nicely as to pay and working conditions, stated that the presence of a union in the shop would cause expense to all concerned, and reiterated the

<sup>4</sup> Docketed as Case No. 7-RC-7.

<sup>5</sup> The tally of ballots disclosed that of some 26 eligible voters, 25 cast valid ballots, 23 for the Union and 2 challenged.

<sup>6</sup> The answer of the Respondent denied the Union's majority status and stated that the Respondent would adduce evidence accordingly at the hearing. However, it adduced none nor did it seek to do so. Its brief does not advert to the matter.

<sup>7</sup> Terryberry referred to an "application in July," apparently by the Union. The record is silent as to this. It reveals, however, that representatives of the Union and of the Respondent met late in August or early in September 1947, and that the Union submitted certain wage and classification proposals. The meeting was evidently unproductive, the next step having been the filing on October 27 of the Union's petition.

hope that matters might be adjusted without intervention of "third party strangers." In his final communication, Terryberry stated that the Respondent would hold to its incentive plan "whatever the consequences, even an extended strike"; that any other plan would mean more money for less work for the employees and that the Respondent would never "consider such a program under any circumstances"; that paid holidays were unsound because "Businesses are not run by paying money for work not done"; that the Union's apprentice program was unsound; that the Union had already caused the Respondent to lose \$25,000 of business because of "mental strain and time lost" and that its presence in the plant would cause further expense to all parties; that "Our factory isn't big enough to go through all the red tape of a union, and there isn't any need for a union"; that the employees were urged to vote in the election, but that "We'll have a much happier place, to all work together if you vote against the Union"; and finally, that there would be no retaliation by the Respondent because the employees exercised their franchise.

On November 14, the day after the Union overwhelmingly won the election, its representatives met with those of the Respondent. The Union submitted a form of proposed contract, but so far as is revealed by the record, nothing concrete was accomplished. On November 20, at a further meeting, provisions of the proposed contract and the Respondent's incentive plan were discussed. At a meeting on November 28, the Respondent submitted a counterproposal. At a meeting on December 5, the Union submitted a second proposed contract containing certain concessions. Further inconclusive meetings were held on December 11, 18, and 30, 1947.

On December 31, the Respondent submitted in writing to the union bargaining representatives certain proposals made by it at the meeting of the day before. They included increases of 5 to 20 cents per hour "where inequalities exist"; a contribution of \$16 per year per employee by the Respondent "toward an insurance program"; a provision that all all jewelry workers "participate in the incentive program," minor adjustments being contemplated in such program after further study; and a provision that conditions then prevailing in the shop continue until further notice.

On January 20, 1948, the parties met again. In substitution of the incentive plan, the Union agreed to prepare and submit certain "job standards for each classification" in connection with its proposal that the employees perform a given amount of work for a given hourly rate of pay. A further meeting was scheduled for January 22.<sup>8</sup> That meeting was not held. There is conflicting testimony as to why and by whom it was postponed. Upon the basis of Union Organizer Peter McGavin's testimony that the Union was unable to complete the preparation of such job standards until early in February, the undersigned concludes and finds that the meeting was postponed by the Union. The record is confused as to when the next meeting took place. Based upon the statements of A. Parker Terryberry, on behalf of the Respondent, in a letter mailed to all employees and dated February 27, 1948, the undersigned is persuaded and finds that it occurred during the first part of February and after receipt by the employees of the Respondent's communication to them of February 4. That two-page document, accompanied by a schedule of base rates bearing the same date and containing certain unilateral changes in wage rates, was entitled "CONDITIONS" and

<sup>8</sup> At this point in the negotiations, as revealed by the record, further discussion of fringe issues such as vacations, holiday pay, and the like had, at the insistence of the Respondent, become dependent upon agreement respecting wages.

provided, among other things, that all production workers would work on the incentive basis, that certain of them who had theretofore been on an hourly rate would shortly be returned to the incentive basis, and that still others would be transferred to that basis when studies had been made; that all other conditions would remain unchanged except that the Respondent agreed to provide \$16 per employee annually "toward an insurance program with a company of our mutual choice"; and that "In view of the satisfactory relationships that have always existed, it is our desire that no wage contract be entered into."

Thereafter the February meeting of the parties took place. The representatives of the Union again asked that, since it was injurious to the health of the workers, the incentive plan be dropped.<sup>9</sup> On account of the letter of February 4, the Union's proposed job standards were not submitted to the Respondent.<sup>10</sup>

A further meeting was scheduled for February 25. Organizer McGavin was unable to be present, but on that day telegraphed Elmer Schmelz, chairman of the union bargaining committee, to meet with John W. Cummiskey, counsel for the Respondent, "regarding wages only." Schmelz credibly testified without denial, and the undersigned finds, that when he telephoned Cummiskey to make arrangements for such meeting he was informed by Cummiskey's office that Cummiskey had canceled it.

On February 27, the Respondent sent by special delivery a letter to all employees and their wives. It stated, among other things, that as the result of investigation by the Respondent it had been determined by it that the employees' state as to wages and working conditions was better than that of the employees of the Respondent's direct competitors; that the February 4 "CONDITIONS" had received a cool reception by the Union; that the Union had undertaken to furnish job standards, but that the Respondent understood that it now had no intention of doing so; that the incentive system, since it rewards persons for the work they do, was "a fundamentally American principle"; that the February 4 proposal was the Respondent's final offer; that there would be no more meetings; that if the employees were not satisfied, it was their privilege to seek employment elsewhere; and that the new arrangement would be effective as of March 8.

Thereafter several informal meetings were had with A. Parker Terryberry including one at which the insurance program was further discussed. Employees Schmelz and Glenn Link, also a member of the union bargaining committee, credibly testified without denial, and the undersigned finds, that when they asked Terryberry for permission to have a union representative explain the insurance program of Union Life Insurance Company, an American Federation of Labor concern, because the premiums charged by the companies proposed by the Respondent were higher than those charged by the union company, Terryberry refused, saying that the Respondent wanted nothing to do with the Union, and the matter was thereupon dropped.

Early in August 1949, the employees Schmelz and Link met with Terryberry. They stated that the Union had withdrawn its objections to the incentive plan and was anxious to enter into a contract with the Respondent. Terryberry replied that the Respondent preferred not to be obligated by a signed contract and preferred to deal with the employees on an individual basis. At the opening of the hearing, asked if the Respondent then refused to bargain with the Union, its counsel replied in the affirmative.

<sup>9</sup> Based on the Respondent's letter of February 27.

<sup>10</sup> Based upon Organizer McGavin's credible testimony.

## C. Conclusions

It is abundantly clear that the Respondent entered into negotiations with the Union with the fixed purpose of retaining the incentive plan, refusing to deviate from conditions then obtaining in the shop, and refusing to enter into a signed agreement with the Union. H. R. Terryberry's preelection communications to the employees constituted its explicit undertaking to such effect. Thus the November 11 letter specifically stated that the incentive plan would be retained whatever the consequences, even an extended strike, and that any other plan would never be considered by the Respondent under any circumstances. It also demonstrated the Respondent's implacable opposition to paid holidays and other fringe issues. When negotiations began, as is related above, the Respondent's position did not change and on February 27, 1948, having canceled the February 25 meeting at which "wages only" were to be discussed, it promulgated an incentive plan more all-embracing than before, froze shop conditions, broke off further negotiations, and invited those who disapproved to get out. In a necessarily informal conference after its abrogation of further meetings with the union committee, the Respondent again made plain its refusal to bargain by rejecting the Union's request for negotiations respecting a contract after the Union had withdrawn its objections to the incentive plan, on the ground that it did not want to be bound. It reiterated its position at the hearing.

Thus the Respondent's contention that an impasse between the parties existed because of the Union's intransigent position on the incentive plan is without merit. It is true that the Union did not submit its proposed job standards during the negotiations. Initially, it was not ready. When it was, the Respondent's letter of February 4, stating that it did not wish to enter into a wage contract, had rendered any such submission nugatory. Furthermore, there is nothing to show that, had the Respondent not canceled the February 25 meeting at which "wages only" were to be discussed, the Union would not have made a submission thereat. Finally, it is quite apparent that no matter what the Union had proposed, its action would have been without effect, "H. R. Terryberry Company" having on November 11, 1947, stated that under no circumstances would it deviate from its plan. No impasse having existed, the Respondent's further contention that after the alleged impasse had been reached, the Respondent was justified in its unilateral promulgation of February 27, is likewise found to be without merit.

The undersigned finds that the Respondent by its February 27 unilateral promulgation of changes in wage rates and in respect of other matters, by refusing to further meet with the Union at a time when it owed a duty to do so, and by its refusal to negotiate with the Union for a written agreement respecting wages, has, since on and after February 27, 1948, failed and refused to bargain collectively with the Union in violation of the provisions of the Act and has thereby interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act.

## 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 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.

## V. THE REMEDY

Having found that the Respondent has engaged in and is engaging in certain unfair labor practices, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

It has been found that the Respondent has refused to bargain collectively upon request with the Union as the exclusive representative of its employees in an appropriate unit. It will therefore be recommended that the Respondent, upon request, bargain collectively with the Union.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, the undersigned makes the following:

## CONCLUSIONS OF LAW

1. International Jewelry Workers Union, AFL, Local No. 3, is a labor organization, within the meaning of Section 2 (5) of the Act.

2. All production and maintenance employees of the Respondent, excluding office and clerical employees and supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or to effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

3. International Jewelry Workers Union, AFL, Local No. 3, was on November 13, 1947, and at all times thereafter has been, the exclusive representative of all of the employees in such appropriate unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

4. By refusing on February 27, 1948, and at all times thereafter, to bargain collectively with International Jewelry Workers Union, AFL, Local No. 3, as the exclusive representative of all of its employees in said appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (a) (5) of the Act.

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

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

## RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, the undersigned recommends that the Respondent, Charles R. Armstrong and A. Parker Terryberry, d/b/a H. R. Terryberry Company, Grand Rapids, Michigan, its partners, officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Jewelry Workers Union, AFL, Local No. 3, as the exclusive representative of all of its employees in the above-described appropriate unit;

(b) In any other manner interfering with the efforts of International Jewelry Workers Union, AFL, Local No. 3, to negotiate for or to represent the employees in the aforesaid bargaining unit, as their exclusive bargaining agent.

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

(a) Upon request, bargain collectively with International Jewelry Workers Union, AFL, Local No. 3, as the exclusive representative of its employees in the aforesaid appropriate unit, with respect to grievances, labor disputes, wages, rates of pay, hours of employment, or other terms or conditions of employment, and if an understanding be reached, embody it in a signed agreement;

(b) Post at its Grand Rapids, Michigan, plant, copies of the notice attached hereto and marked Appendix A. Copies of said notice, to be furnished by the Regional Director for the Seventh Region, shall, after being duly executed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and be maintained by it for a period of sixty (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 the Seventh Region (Detroit, Michigan), in writing, within twenty (20) days from the date of the receipt of this Intermediate Report, what steps the Respondent has taken to comply herewith.

It is further recommended that unless on or before twenty (20) days from the date of the receipt of this Intermediate Report, the Respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring Respondent to take the action aforesaid.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board, any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Washington 25, D. C., an original and six copies of a statement in writing, setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46 should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Signed at Washington, D. C., this 17th day of November 1949.

JOSEPH L. HEKTOEN,  
*Trial Examiner.*

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT engage in any acts in any manner interfering with the efforts of INTERNATIONAL JEWELRY WORKERS UNION, AFL, LOCAL No. 3, or any other labor organization, to negotiate for or represent our employees in the bargaining unit described below.

WE WILL BARGAIN collectively upon request with the above-named union as the exclusive representative of all of our employees in the bargaining unit described below, with respect to rates of pay, wages, hours of employment, or other conditions of employment, and if an understanding be reached, embody it in a signed agreement. The bargaining unit is:

All production and maintenance employees, excluding office and clerical employees and supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.

CHARLES R. ARMSTRONG AND A. PARKER TERRYBERRY,  
D/B/A H. R. TERRYBERRY COMPANY,

*Employer.*

By \_\_\_\_\_  
(Representative) (Title)

Dated \_\_\_\_\_

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.