

In the Matter of ENID COOPERATIVE CREAMERY ASSOCIATION *and* INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL UNION #886, A. F. L.

Case No. 16-C-1126.—Decided August 31, 1945

DECISION
AND
ORDER

On April 10, 1945, the Trial Examiner issued his Intermediate Report 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 copy of the Intermediate Report attached hereto. The Trial Examiner also found that the respondent had not engaged in unfair labor practices in discharging or refusing to reinstate Howard T. Turner, and recommended that the complaint be dismissed as to him. Thereafter, counsel for the Board, and the respondent filed exceptions to the Intermediate Report and supporting briefs. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial error was committed. The rulings are hereby affirmed. None of the parties requested oral argument before the Board at Washington, D. C., and no argument was had.

The Board has considered the Intermediate Report, 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

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Enid Cooperative Creamery Association, Enid, Oklahoma, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from in any manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organiza-

¹ In the Statement of the Case, the Trial Examiner inadvertently indicated that the hearing herein was held on January 16 and 17, 1944. The record shows, and we find, that the hearing was held on January 16 and 17, 1945.

tion, to form labor organizations, to join or assist International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #886, A. F. L., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

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

(a) Rescind immediately the rule prohibiting union activity on plant property, insofar as it applies to the employees' non-working time;

(b) Post at its plant at Enid, Oklahoma, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Sixteenth Region, shall, after being duly signed by the respondent's representative, be posted by the respondent immediately upon receipt thereof, and maintained by it for 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 Sixteenth Region (Fort Worth, Texas) in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint be, and it hereby is, dismissed insofar as it alleges that the respondent has discriminated in regard to the hire and tenure of employment of Howard T. Turner.

CHAIRMAN HERZOG took no part in the consideration of the above Decision and Order.

APPENDIX A

NLRB 576
(9-1-44)

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 in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #886 (AFL) or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose

of collective bargaining or other mutual aid or protection. All our employees are free to become or remain members of this union, or any other labor organization.

We hereby rescind the rule prohibiting union activity on plant property, insofar as it applies to the employees' non-working time.

ENID CO-OPERATIVE CREAMERY ASSOCIATION,

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

Lewis Moore, Esq., for the Board.

A. J. Moore, Esq., of Oklahoma City, Okla., for the Union.

N. Scarritt, Esq., and *E. S. Champlin, Esq.*, of Enid, Okla., for the respondent.

STATEMENT OF THE CASE

Upon a charge duly filed September 16, 1944, by International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #886, affiliated with the American Federation of Labor, herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Sixteenth Region (Fort Worth, Texas), issued its complaint dated January 2, 1945, against Enid Cooperative Creamery Association, herein called the respondent, alleging that the respondent had engaged in and was engaging in certain unfair labor practices within the meaning of Section 8 (1) and (3) and within the meaning of Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, 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 from on or about June 8, 1944, the respondent: (1) interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act by urging, persuading and warning its employees to refrain from aiding, becoming or remaining members of the Union; by threatening its employees with discharge or other reprisal if they became members of the Union; by interrogating its employees regarding their union activities; by making derogatory remarks to its employees about the Union; and by posting a notice prohibiting all union discussions or activities whatsoever on its premises under penalty of dismissal; and that by such conduct the respondent had engaged in unfair labor practices within the meaning of Section 8 (1) of the Act, (2) that on or about September 13, the respondent discharged Howard T. Turner because of his membership in and activities on behalf of the Union and has since failed and refused to reinstate him, and that by such acts the respondent has engaged in unfair labor practices within the meaning of Section 8 (3) of the Act.

On January 15, 1945, the respondent filed its answer denying that it had committed any of the unfair labor practices alleged in the complaint.

Copies of the complaint together with notices of hearing were duly served upon the respondent and the Union.

Pursuant to said notice, a hearing was held at Enid, Oklahoma, on January 16 and 17, 1944, before the undersigned Trial Examiner duly designated by the Chief Trial Examiner. The Board, the Union and the respondent were all represented by counsel. All parties participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing on the issues. At the close of the hearing counsel for all the parties argued orally on the record. The parties were given an opportunity to file briefs with the undersigned. A brief has been received from counsel for the respondent.

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 RESPONDENT¹

Enid Cooperative Creamery Association is a non-profit organization of the type commonly referred to as a producers cooperative. The Association receives milk, cream and eggs from its approximately 7,000 members which it processes for sale and shipment. During the past 12 months the Company handled milk and cream products, including butter, valued at approximately \$2,370,000. Of this amount approximately \$370,000 worth of milk and cream products were sold and delivered to customers in the State of Oklahoma. Six million one hundred forty-five thousand pounds of butter valued at \$2,000,000 were manufactured by the Association, 90 percent of which was shipped from the Association's plant at Enid, Oklahoma, to points outside the State of Oklahoma.²

II. THE ORGANIZATION INVOLVED

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #886, affiliated with the American Federation of Labor is a labor organization within the meaning of the Act and admits to membership employees of the respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion*

The Union began to organize the respondent's employees sometime in 1943. Upon a petition, filed by the Union in the Twenty-first Region, the Board, on October 5, 1944, conducted an election among the respondent's employees for the purpose of determining a bargaining agent.³

Francis R. Peterson testified that sometime in February 1944, at which time he was an employee of the respondent, the respondent's plant superintendent, Clifford Bilden, told him to leave his work and go to the office, where he was met by Robert T. Goley, the respondent's manager who told him that he wanted to talk to him about the Union. A conversation was then begun which lasted for more than 3 hours, during the course of which Goley stated to Peterson that the formation of a Union would create "disadvantages," and that the money paid out as dues to the Union would not remain in the community. Earl J. Evans, the respondent's president, later entered the room and joined in the conversation.

¹ This finding is based upon a stipulation entered into by the parties.

² The Board has taken jurisdiction of the respondent. 58 N L. R. B. 592.

³ The result of the election was 18 for the Union, 16 against.

Evans stated to Peterson that he (Evans) did not think that the employees should join the Union and that the Union would prohibit the respondent from rehiring its employees who had entered the armed services. Evans added that he had checked up on the union organizer and found him to be an "ambulance chaser." Peterson was paid by the respondent for the time consumed by this interview.

Goley admitted that he spent 3 hours discussing the Union with Peterson. Evans did not testify.⁴ The undersigned credits Peterson's testimony as to the interview above related and finds that Goley and Evans made the statements attributed to them by Peterson as above set forth.

Clyde Ratcliffe, one of the respondent's employees, testified that sometime in September 1944 he chanced to meet Goley on the street in Enid and Goley asked him what he thought of the Union, saying that he would like to have Ratcliffe know both sides of the issue; that if there were a union in the plant and an employee failed to pay his dues the respondent would either be compelled to pay the dues or discharge the employee, and that he (Goley) hated to see the respondent's employees "put out money for something we would receive no benefit from." Goley admitted discussing the Union with Ratcliffe but stated that he did not remember discussing union dues. In view of Goley's partial admission and his failure to directly deny Ratcliffe's version of Goley's statements on the subject of union dues, the undersigned credits Ratcliffe's testimony and finds that Goley made the statements attributed to him by Ratcliffe as above related.

Lester Lafayette Dickerson, one of the respondent's employees, testified that on September 7 or 8, 1944, Goley and Evans called at his home between 7:30 and 8:30 p. m.; that they had never been at his home before and at this time they asked him if he belonged to the Union; told him they wanted to talk to him about the Union; wanted to explain both sides of it; wanted to explain that the Company did not need a union and that the respondent's employees did not have to belong to a union to work for the respondent; that the Union required payment of a year's dues in advance, which they (Goley and Evans) did not think fair or right; and that if the Union came into the plant, the respondent would be compelled to cut its employees' wages as the respondent was now paying more than union wages. On a later occasion Goley asked Dickerson if he had "decided about the Union." Goley admitted making the visit and discussing the Union with Dickerson during the visit, and testified that the call was made in order "to correct misunderstandings" regarding the Union. The undersigned credits Dickerson's testimony and finds that Goley and Evans visited Dickerson and made the statements attributed to them by Dickerson as above set forth.

William Edward Abram, one of the respondent's employees, testified that on the evening of September 15, 1944, Goley and Evans called at his home, neither of them having ever called there before, and asked him if he belonged to the Union and how he intended to vote in the forthcoming election to determine a bargaining agent. Abram testified that during the interview Goley invited him to come into his office and talk to him, because he (Goley) "would like for all of us to know both sides of the deal."

Goley testified that he and Evans called on Abram to inform him not to report for work the following day, and that during this visit he and Evans discussed the "merits and demerits of the Union" with Abram. Abram impressed the undersigned as an entirely trustworthy witness. The undersigned credits his testimony and finds that Goley and Evans inquired into Abram's union membership and asked him how he intended to vote in the forthcoming election for a bargaining agent.

⁴ The respondent's attorney stated on the record that Evans was unable to testify, as his presence was required at the annual meeting of the respondent's members, which was being held the day of the hearing.

Albert Lee Boon, one of the respondent's employees, testified that on an undisclosed date in August 1944, Goley entered into a conversation with him regarding the Union, during the course of which Goley asked him what he thought of the Union and then told Boon that the Union could not help the respondent's employees because the War Labor Board would not grant higher wages.

Rufus Victor Unruh, one of the respondent's employees, testified that on an undisclosed date in September 1944, Goley asked him if he belonged to the Union and whether he thought the Union would do any good. Unruh testified that Goley began this conversation with the statement "I have never talked to you about the Union" and closed it with the remark "sometimes you know one of them has to take the bull by the horns and lead him." Goley did not deny these conversations with Boon and Unruh and admitted discussing the Union with other employees who were not called to testify. Goley sought to explain his conduct by the statement that he was merely attempting to "correct misunderstandings" and that on no occasion did he tell any of the employees that they could not join the Union, but did tell those he interviewed that their joining or not joining the Union was a matter for them to decide for themselves. The undersigned credits the testimony of Boon and Unruh and finds that Goley made the statements attributed to him.

On June 8, 1944, the respondent posted a notice in its plant prohibiting "any union discussions or activities whatsoever" on its premises.⁵ The record shows that this was the first time a notice of this character had ever been posted by the respondent or that a rule prohibiting union discussions or union activities by its employees on its premises had been announced by the respondent.

The respondent sought to show that the posting of the notice above referred to was occasioned by the fact that the union members did continually solicit membership on the respondent's time and on its premises, thereby causing great confusion and interruption of production. The record does not disclose that such a condition obtained in the respondent's plant.⁶

⁵ The notice reads as follows:

JUNE 8, 1944.

EMPLOYEES SPECIAL NOTICE

In order to maintain peace and harmony among our employees, we are asking that you refrain from any union discussions or activities whatsoever while on duty for the Enid Co-Operative Creamery or on the premises of the Enid Co-Operative Creamery.

We understand this is the policy of the union and it is also a rule of this Association and any violation of this rule by any employee will make such employee subject to immediate dismissal.

We also want our employees to know that it is not necessary to belong to any union to work for this Association, neither is it necessary to refuse to belong to a union to work for this Association. This is a question for each employee to decide for himself without pressure or prejudice from the union or the employer.

ENID COOPERATIVE CREAMERY ASSOCIATION,
By RALPH T. GOLEY, *Manager*.
By EARL J. EVANS, *President*.

⁶ On the subject of confusion and interruption of work caused by employees' union activities, Goley testified that Turner solicited membership for the Union on the respondent's time and caused disturbances by so doing. However, Goley did not cite any specific instances of such conduct. Goley testified that on various unspecified occasions he observed Turner and various groups of employees together and surmised they were talking about the Union. Goley named four employees who were solicited for union membership in the plant. Two of these, so named—Ferne Swinehart and Irene Squires, office employees, called by the respondent, testified to a conversation with Turner outside the plant, during the non-hour, during which, however, they were not asked to join the Union.

Concluding findings on interference, restraint, and coercion

The record shows that the Union began to organize the respondent's employees sometime in 1943. Early in February 1944, Goley and Evans began to interrogate the respondent's employees regarding their union affiliation and the record shows that Goley and Evans continued to so interrogate the respondent's employees until late in September 1944. The record does not disclose when the Union filed its petition for certification, but it indicates that the Board issued its Decision and Direction of Election upon the Union's petition on September 27, 1944 and that the election was conducted on October 5, 1944.

Goley and Evans's statements to the respondent's employees follow a definite pattern. Goley and Evans not only inquired into the employees' union affiliation but in all cases pointed out what they considered to be the disadvantages of organization; they discussed union dues, stating that the dues would be paid by the respondent's employees without any adequate return for their money; that the respondent would be compelled to discharge those who did not pay dues to the Union. In one instance, they stated that the Union required the payment of a year's dues in advance; that the Union would prevent the respondent from reemploying service men; that if the Union came into the plant the respondent would be compelled to reduce wages as it was already paying more than the Union's scale, and referred to the union organizer as an "ambulance chaser." They not only sought to create the impression, but definitely informed those employees whom they interviewed that the respondent did not desire its employees to form a union.

On June 8, the respondent posted the notice above referred to. The notice is too broad in that it prohibits "any union discussions or activities whatsoever" not only "while on duty" but while "on the premises," under the penalty of "immediate dismissal" for any infraction. The notice does not prohibit any discussions or activity other than union activity and discussion. The Board has held on numerous occasions, that employees are not to be denied the right to discuss union matters on their employer's premises, on their own time. The undersigned is convinced that the notice imposed an unreasonable restraint on the employees insofar as it prohibited their discussing union matters on their own time while on the respondent's premises. This was the first notice of its kind ever posted. The respondent's plant is small, and the supervision is in close contact with the workers. The employees could not have but been aware of the activities of Goley and Evans in interviewing certain of their fellow workers regarding their union affiliations and the opinions regarding the Union expressed by Goley and Evans must have become common knowledge among the employees. In view of the entire course of conduct of Goley and Evans as shown by the record, the notice is clearly part of a pattern of conduct designed to defeat the respondent's employees in their efforts toward self-organization and the undersigned is convinced from the entire record that both the interviews of the respondent's employees by Goley and Evans and the notice as posted were designed and intended to express the respondent's hostility toward the Union and to deter its employees in their efforts toward self-organization.

The undersigned finds that the respondent by the above related statements and conduct of Goley and Evans and the posting of the notice on June 8, 1944, as above set forth, has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

B. The alleged discriminatory discharge of Howard T. Turner

Howard T. Turner was first employed by the respondent in May 1939 and was discharged September 14, 1944. He joined the Union sometime in December 1943, and later became the Union's shop steward and was very active in its behalf.

On June 5, 1944, the respondent appointed Clyde Hatch to the position of foreman. Hatch had joined the Union sometime in 1943, but withdrew in March 1944, when he quit his work to enter a hospital, not returning to work until June. He did not rejoin the Union upon his return to work, although he was asked to do so by Turner.

A short time prior to Hatch's return to work, the respondent offered the position of foreman to Turner, who refused to accept it. Turner testified that after he refused to accept the foreman's position he suggested to Goley that Hatch not be appointed to the position.

Goley testified that Turner told him that he (Turner) would take no orders from Hatch. Bilden testified that Turner asked him that the respondent not appoint Hatch foreman and at the same time stated that he (Turner) would take no orders from Hatch and that the respondent's employees would quit their positions if Hatch became foreman. Turner testified that he did not remember whether or not he told Goley that he would take no orders from Hatch. He did not deny Bilden's testimony on this point.

In view of Turner's testimony that he told Goley not to appoint Hatch foreman, his evasive answer regarding statements to Goley to the effect that he would take no orders from Hatch and his failure to deny Bilden's testimony regarding his statements, the undersigned credits the testimony of both Goley and Bilden as to the statements made by Turner to them regarding the appointment of Hatch as foreman and his (Turner's) contemplated insubordination in the event the appointment was made.

On June 7, 1944, Hatch passed Turner, while the latter was at work and spoke to him. Regarding what occurred at the time, Turner testified:

Well, I was washing the racks we have in the cooler and he was out there standing around and he told me "that is the time; wash them up good" and stood there and laughed at me a little bit, and that made me a little bit sore.

Hatch testified that on June 7, Turner was engaged in cleaning certain butter racks, that he (Hatch) passed him and remarked, "Are you scrubbing them up?" and that Turner answered that "he would just as soon" Hatch not talk to him. Hatch asked Turner, "What is the matter?" Turner then cursed Hatch. The language to which Hatch testified as being used by Turner is much too foul to be incorporated in this report.

Bilden testified that he heard the sound of the incident above referred to but not the words used. Bilden testified that he entered the room as Hatch left and heard Turner refer to Hatch, using an epithet which described Hatch's ancestry in extremely uncomplimentary terms and adding "if [Hatch] ever talks to me again I am going to break every bone in his body and I am going to do a good job on it, too."

Goley testified that he heard the same remark at the same time.

Turner was not called to rebut the testimony of either Hatch, Bilden or Goley regarding the above related incident. The undersigned credits the testimony of Hatch, Bilden and Goley regarding the incident above related.

Following the above occurrence, Goley called Turner into the respondent's office and handed him a prepared letter.⁷ With reference to his conversation with Goley at the time he was handed the letter Turner testified, "I told him I was ready for my discharge any time that he felt like giving it to me." Turner further testified that after the occurrence of July 7, above related, he did not speak to Hatch but took his orders from Bilden.

On August 30, 1944, Albert Thomas, one of the respondent's employees, was discharged for refusing to obey orders of Foreman Hatch.

Hatch testified that on September 14, he arrived at the respondent's plant at about 6:30 a. m. and that he then began to hook up certain piping; the only other person present in the room with him being Turner whom he saw some 30 feet distant. While Hatch was at his work Thomas entered the plant and attacked Hatch, knocking him down, then jumping on him and beating him severely. Hatch testified that he saw Turner in the room just before the attack and immediately thereafter.

By coincidence, the respondent's board of directors held a regular meeting that same day. At this meeting they discussed Turner's insubordinate attitude, and, after considering his entire course of conduct toward Hatch since June 7, concluded that Turner was probably implicated in the attack made on Hatch by Thomas and decided to discharge him. Hatch was discharged that same day, September 14, 1944.

The undersigned is convinced and finds that the respondent discharged Turner because of his attitude toward his foreman, Clyde Hatch, as evidenced by the language used by Turner to Hatch; the threats Turner made against Hatch; Turner's refusal to talk to Hatch after June 7 and Turner's general insubordinate attitude toward Hatch; and further because respondent's board of directors believed that Turner was implicated in the attack Thomas made on Hatch; and that it did not discharge Turner because he joined or assisted the Union or engaged in other concerted activities for the purposes of collective bargaining or other mutual aid or protection as alleged in the complaint.⁸

The undersigned will therefore recommend that the complaint be dismissed insofar as it alleges that the respondent discharged and refused or failed to reinstate Howard T. Turner, for the reason that he joined or assisted the Union or engaged in other concerted activities for the purposes of collective bargaining or other mutual aid or protection.

⁷ The letter reads as follows :

JUNE 8, 1944.

MR. HOWARD TURNER,
Enid, Oklahoma.

DEAR SIR: I understand both from over-hearing your conversation and from personal observation and from reports of other employees, that on company time, you have engaged in an altercation with another employee on the subject of the union, and that you made threats of bodily injury against such employee.

This violates the rules of this company against fighting or altercations on company time, and also violates the rules of this company against soliciting union membership or talking union business on company time or on company premises.

Any repetition of the violation of these rules, either by yourself or any other employee, will make you or any other violating employee subject to immediate discharge.

Yours very truly,

ENID CO-OPERATIVE CREAMERY ASSN.,
RALPH T. GOLEY, *Manager.*

⁸ The respondent advanced as further reasons for the discharge of Turner the fact that Turner's work had become unsatisfactory and that he solicited union membership, on the respondent's time and property. In view of the finding above, the undersigned feels it unnecessary to discuss these reasons.

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 have led 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 certain unfair labor practices, within the meaning of the Act, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Upon the basis of the above findings of fact and upon the entire record in the case, the Trial Examiner makes the following:

CONCLUSIONS OF LAW

1. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #886, affiliated with the American Federation of Labor, is a labor organization within the meaning of Section 2 (5) of the Act.
2. By interfering with, restraining, and coercing its employees in the exercise of the 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 (1) of the Act.
3. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.
4. The respondent has not engaged in unfair labor practices within the meaning of Section 8 (3) of the Act by discharging and refusing and failing to reinstate Howard T. Turner.

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, Enid Cooperative Creamery Association, its officers, agents, successors and assigns shall:

1. Cease and desist from in any manner interfering with, restraining, or coercing its employees in the exercise of the 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 purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.
2. Take the following affirmative action, which the undersigned finds will effectuate the policies of the Act:
 - (a) Rescind immediately the rule it posted on June 8, 1944, insofar as the rule prohibits its employees from engaging in union discussions or activities on their own time while on the respondent's premises;
 - (b) Post at its plant at Enid, Oklahoma, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Office of the Sixteenth Region shall, after being duly signed by the Respondent's representative, be posted by the respondent immediately upon receipt thereof,

and maintained by it for 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) File with the Regional Director for the Sixteenth Region on or before ten (10) days from the date of the receipt of this Intermediate Report, a report in writing setting forth in detail the manner and form in which the respondent has complied with the foregoing recommendations.

It is further recommended that unless on or before ten (10) 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 the respondent to take the action aforesaid.

It is further recommended that the complaint be dismissed insofar as it alleges that the respondent discharged and refused or failed to reinstate Howard T. Turner within the meaning of Section 8 (3) of the Act.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3, as amended, effective July 12, 1944, any party or counsel for the Board may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and four 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 four copies of a brief in support thereof. Immediately upon the filing of such statement of exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the parties and shall file a copy with the Regional Director. As further provided in said Section 33, 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 the order transferring the case to the Board.

LOUIS PROST,
Trial Examiner.

Dated April 10, 1945.

APPENDIX A

NLRB 576
(9-1-44)

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendation 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 in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union #886 (AFL), or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. All our employees are free to become or remain members of this union, or any other labor organization.

You are further advised that the rule promulgated and posted on June 8, 1944, is rescinded insofar as it prohibits discussion of union matters, or the engaging in union activities by our employees, on their own time, while on our premises.

ENID CO-OPERATIVE CREAMERY ASSOCIATION

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.