

In the Matter of THE OLIVER CORPORATION and UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, LOCAL No. 222, C. I. O.

Case No. 18-C-1257.—Decided July 11, 1947

Mr. Clarence A. Meter, for the Board.

Messrs. W. F. Henke, G. W. Bird, and E. D. Kraft, of Charles City, Iowa, and *Mr. J. C. Wittner*, of Chicago, Ill., for the respondent.

Meyers, Meyers & Rothstein, by *Mr. Irving Meyers*, of Chicago, Ill., and *Mr. Charles W. Hobbie*, of Cedar Rapids, Iowa, for the Union.

Mr. Ben Grodsky, of counsel to the Board.

DECISION

AND

ORDER

On October 11, 1946, Trial Examiner William J. Scott 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. Thereafter, the respondent filed exceptions to the Intermediate Report and a supporting brief. On March 4, 1947, the Board heard oral argument at Washington, D. C. The respondent and Local 222 appeared and participated in the argument.¹

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief of the respondent, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, except as hereinafter modified.

1. As the Trial Examiner found, the respondent refused to bargain collectively with Local 222 on May 10 and July 2, 1946, in part be-

¹ Although not present at the oral argument, Chairman Herzog has read the official transcript thereof

cause of the respondent's fear that Local 222,² by having International Representative Mathers³ accompany Local 222's bargaining committee, was seeking to compel the respondent to bargain on the basis of a combined unit of factory and office workers. Mathers accompanied Local 222's bargaining committee for the purpose of assisting the committee in bargaining on behalf of the office workers, and for no other purpose. An employer has fulfilled his statutory duty when he has bargained in good faith with the duly designated representatives of the employees in separate units certified by the Board to be appropriate, and he may resist efforts on the part of such representatives to compel him to bargain jointly. However, in the instant case, the respondent's fear of joint bargaining was groundless because, on the occasions in question, Local 222 sought to deal with the respondent with respect to matters affecting members of the office workers' unit only; it so, in effect, notified the respondent; and Local 222 did not seek to bargain with respect to any other matter. Participation by Mathers in his capacity as international representative in a bargaining conference between representatives of the office workers and of the respondent would not have tended to create a history of collective bargaining on a multiple-unit basis simply because Mathers also happened to be a representative of the respondent's employees in another bargaining unit.

2. The respondent further seeks to justify its refusal to treat with a bargaining delegation of Local 222, which included International Representative Mathers as a member, by reference to Section 6 of its then existing contract with Local 222.⁴ The respondent contends that, under the terms of the contract, Mathers was ineligible to participate in the bargaining negotiations in question, because he was neither a member of the committee of four, referred to in subsection (c) of Section 6, nor an international officer, and because the negotiations in question did not involve meetings with the "Plant Manager."

² The certified representative of the respondent's office workers

³ Mathers, an employee in the respondent's factory, was president of Local 115, the certified representative of the respondent's factory workers. Although he was an international representative of the Union, he was not an international officer.

⁴ "Section 6. The authorized representatives of the office Union shall be as follows:

- (a) Three chief stewards, who are to be elected
- (b) Departmental stewards—the total of chief stewards and departmental stewards shall not exceed one for every twelve persons in the bargaining unit
- (c) A committee of four, who are to be elected, and who shall constitute the Bargaining and/or Grievance Committee

No one shall be eligible to serve as a Union steward, official or committeeman unless he or she is an employee of the Company. The Company agrees to bargain with the foregoing representatives in the manner outlined in this agreement. The Union may call in international officers to assist in meetings with the Plant Manager.

The Union shall furnish the Company a list of all the above-mentioned Union representatives, and shall notify the Company immediately of any change."

The Trial Examiner, who differed with the respondent in its construction of the agreement, was of the opinion, in effect, that in practice Local 222 had not been restricted to the use of international officers in conferences with the respondent, and that the term "plant manager" was intended to mean any authorized representative of the respondent. The Trial Examiner concluded that, in accordance with the contract as construed in practice, Mathers, as an international representative, was duly authorized to represent the office workers at the meetings on May 10 and July 2.

The provisions in question are susceptible of still a third interpretation, namely, that they were intended to limit the size and composition of a shop-committee of workers authorized to handle grievances on behalf of the employees and to supplement outside representatives in collective bargaining negotiations.⁵ Thus, Section 6 makes provision for the election of a committee of persons who shall act as a bargaining committee or grievance committee, or both. It limits the number of such persons to four, and provides that they shall be drawn from the employees of the respondent, who are familiar with conditions in the plant and are readily available for negotiations. Section 6, read together with Section 8, which relates to the mechanics for handling grievances, provides for participation of non-employee union representatives only in the next-to-last step of the grievance machinery at the plant manager level. While provisions of this character are well adapted to grievance machinery, they are not responsive to the needs of employees in collective bargaining generally, a vital area in which employees may often want and need outside assistance in the negotiations. Furthermore, a provision in Section 16 of the contract indicates that the parties may have intended the restrictions in Section 6 to apply in the handling of grievances and not to collective bargaining generally. The pertinent provision states that "new job classifications are to be evaluated by a joint committee of Company and Union representatives." The contract contains no provision requiring the presence of the plant manager at the evaluation conferences. Unless the respondent's construction of the contract is rejected, the respondent could preclude Local 222 from having outside assistance in the evaluation of new job classifications by the simple device of withholding the plant manager's presence at such meetings. According to the interpretation placed upon the contract by the respondent, it permits outside representatives to participate in the disposition of grievances, but otherwise prohibits their participation in the collective bargaining

⁵ The size and general composition of such a shop committee is an appropriate subject of collective bargaining. *Matter of Clayton & Lambert Manufacturing Company* 34 N. L. R. B. 502, 524

process. Be that as it may, we find it unnecessary to determine whether the agreement must be given the construction urged by the respondent, because so construed Section 6 would be invalid for the reasons hereinafter indicated.

It is contrary to the policy of the Act for an employer, either by unilateral act or by contract with the exclusive representative of his employees, to limit the class or group from among whom the employees may thereafter be represented for the purposes of collective bargaining.⁶ Section 1 of the Act explicitly declares that it is the policy of the United States to protect "the exercise by workers of full freedom of association, self-organization and designation of representatives of their own choosing." Section 7 of the Act guarantees to employees "the right to bargain collectively through representatives of their own choosing." Section 8 (1) of the Act enjoins the employer from interfering with the right of employees to full freedom of choice in the selection of representatives for the purpose of collective bargaining. The unhampered exercise of this right is a prerequisite to true and effective collective bargaining. To permit an employer to place a limitation upon the employees' choice of representatives would deprive them of this right to choose their representatives freely.⁷ We are therefore of the opinion that the respondent's contract with Local 222, even if construed as the respondent contends it should be, provides no legal justification for the respondent's refusal to bargain with Local 222 so long as Mathers was a member of its bargaining committee.

THE REMEDY

Having found that the respondent has engaged in an unfair labor practice, we shall order it to cease and desist therefrom. Because the basis of the respondent's refusal to bargain, as indicated above, was a good-faith misunderstanding of its obligations under the Act; because the respondent, after Mathers' withdrawal, in fact engaged in

⁶As heremabove indicated, this is not intended to mean that such matters as the size and general composition of a shop committee selected to handle grievances or to accompany local or international representatives in collective bargaining negotiations fall outside the realm of collective bargaining. *Matter of Clayton & Lambert*, cited *supra*. However, the rule laid down in the *Clayton & Lambert* case is inapplicable here, inasmuch as the respondent excluded Mathers from participating in the bargaining negotiations in question, although he claimed and had status as an international union representative and did not seek to participate as a shop committeeman.

⁷This is so, even though the union accepts such limitations, for a union may feel compelled "to accept the most it could obtain of rights to which it is entitled for the asking" *McQuay-Norris Mfg Co v N L R B*, 116 F. (2d) 748 (C. C. A. 7). In that case, the Board found a refusal to bargain within the meaning of Section 8 (5) of the Act, although the labor organization entitled to exclusive recognition had been prevailed upon by the employer to accept a contract on behalf of members only. The court approved the Board's order.

genuine and successful collective bargaining; and because of the absence of any evidence that danger of other unfair labor practices is to be anticipated from the respondent's conduct in the past, we will not order that the respondent cease and desist from the commission of any other unfair labor practice, nor will we affirmatively order that the respondent bargain collectively with Local 222.

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, The Oliver Corporation, Charles City, Iowa, and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with United Farm Equipment and Metal Workers of America, Local 222, C. I. O., as the exclusive representative of all office employees of the respondent at its Charles City, Iowa, plant, excluding supervisors, purchasing agent, assistant purchasing agent, technical employees and confidential employees, with respect to rates of pay, wages, hours of employment, or other conditions of employment, by excluding any member or representative of another bargaining unit of its employees from participation in bargaining negotiations between the respondent and United Farm Equipment and Metal Workers of America, Local 222, C. I. O.;

(b) In any other manner interfering with the efforts of United Farm Equipment and Metal Workers of America, Local No. 222, C. I. O., to bargain collectively with it on behalf of the employees in the aforesaid appropriate unit.

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

(a) Post at its plant in Charles City, Iowa, copies of the notice attached hereto and marked "Appendix A."⁸ Copies of such notice, to be furnished by the Regional Director for the Eighteenth Region, shall, after being duly signed by an authorized representative of the respondent, 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 notice is not altered, defaced, or covered by any other material;

⁸In the event this Order is enforced by decree of a Circuit Court of Appeals, there shall be inserted before the words "A Decision and Order," the words "A Decree of the United States Circuit Court of Appeals Enforcing."

(b) Notify the Regional Director for the Eighteenth Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

MR. JAMES J. REYNOLDS, JR., took no part in the consideration of the above Decision and Order.

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 cease and desist from excluding any member or representative of another bargaining unit of our employees from participating in our bargaining negotiations with United Farm Equipment & Metal Workers of America, Local 222, C. I. O.

We will cease and desist from in any other manner interfering with the efforts of United Farm Equipment & Metal Workers of America, Local 222, C. I. O., to bargain collectively with us.

THE OLIVER CORPORATION,

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. Clarence A. Meter, for the Board

Mr. W. F. Henke, *Mr. G. W. Bird*, *Mr. E. D. Kraft*, of Charles City, Iowa, and *Mr. J. C. Wittner*, of Chicago, Ill., for the respondent.

Meyers, Meyers & Rothstem, by *Mr. Irving Meyers*, of Chicago, Ill., and *Mr. Charles W. Hobbie*, of Cedar Rapids, Iowa, for the Union.

STATEMENT OF THE CASE

Upon an amended charge duly filed by United Farm Equipment and Metal Workers of America, C. I. O. Local No. 222, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Eighteenth Region (Minneapolis, Minnesota), issued its complaint dated August 16, 1946, against The Oliver Corporation, Charles City, Iowa, herein called the respondent, alleging that the respondent has engaged in and is engaging in unfair labor practices affecting commerce within the meaning of

Section 8 (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat 449, herein called the Act. Copies of the complaint, together with notice of hearing thereon, were duly served upon the respondent and the Union.

With respect to the unfair labor practices, the complaint alleged in substance; (1) that all office employees of the respondent at its Charles City, Iowa plant, excluding supervisors, purchasing agent, assistant purchasing agent, technical employees, and confidential employees, constitute a unit appropriate for the purposes of collective bargaining; (2) that on and before November 7, 1945, a majority of the employees in the said unit designated the Union as their representative for the purposes of collective bargaining; (3) that at all times since November 7, 1945 the Union has been the exclusive representative of the employees in the said appropriate unit; and (4) that since on or about May 10, 1946, the respondent has refused to bargain collectively with the Union as the exclusive representative of the employees in said unit.

The respondent thereafter filed its answer in which it admitted certain allegations of the complaint but denied that it had refused to bargain with the Union and that its acts constituted an unfair labor practice.

Pursuant to notice, a hearing was held on September 10 and 11, 1946, before the undersigned, the Trial Examiner duly designated by the Chief Trial Examiner. The Board, respondent and Union were represented by counsel. Full opportunity to be heard, to examine and cross examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. At the close of the Board's case a motion by Board's counsel to conform the pleadings to the proof with respect to formal matters was granted by the Trial Examiner without objection.

FINDINGS OF FACT

I THE BUSINESS OF THE RESPONDENT

The Oliver Corporation, a Delaware Corporation, is engaged at its Charles City, Iowa, plant, in the manufacture and sale of wheel type tractors and other related products. During the calendar year of 1945 the respondent purchased plant amounted to in excess of \$1,000,000 in value, of which 75 percent was shipped to the Charles City plant, from points outside the State of Iowa. For the same period, finished products manufactured by the respondent at this plant amounted to in excess of \$1,000,000 in value, of which 75 percent was shipped from the plant to points outside the State of Iowa. The respondent admits that it is engaged in commerce within the meaning of the Act.

II THE ORGANIZATION INVOLVED

United Farm Equipment and Metal Workers of America Local No. 222, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the respondent.

III THE UNFAIR LABOR PRACTICES

A. *The appropriate unit*

The Parties stipulated and the undersigned finds that all office employees of the respondent at its Charles City plant, excluding supervisors, purchasing

agent, assistant purchasing agent, technical employees, and confidential employees, is a unit appropriate for collective bargaining within the meaning of the Act.

B. *Representation of employees by the Union*

Pursuant to an agreement for a consent election executed October 19, 1945, an election was held October 30, 1945, under the supervision of the Board. A majority of the employees in the unit voted for the Union.¹ No objections were filed to the Tally of Ballots or to the conduct of the election and on November 7, 1945, the Regional Director for the Eighteenth Region found and determined that the Union was the exclusive representative of all the employees in the said unit for purposes of collective bargaining. The parties stipulated and the undersigned finds that the Union on November 7, 1945, and at all times since that date has been the exclusive representative of the employees in said unit for the purposes of collective bargaining.

3 The refusal to bargain

a *The issue*

The Union and respondent have executed a bargaining agreement and the only substantial issue involved is whether the respondent violated the Act by its admitted refusal on May 10 and July 2, 1946, to bargain with the Union while one of its employees, Paul Mathers, who is a member of another Local, was present as a bargaining representative of the Union.

b. *Background*

Following its certification, the Union and the respondent carried on bargaining negotiations and on March 18, 1946, entered into a written bargaining agreement. On the same day, Local 115, representing the production and maintenance employees and affiliated with the same International Union, made a similar contract with the respondent. On different occasions the Union and Local 115 have attempted, without success, to hold joint negotiation with the respondent.² Paul Mathers, whose appearance at the plant on May 10 and July 2, 1946, with the Union's bargaining committee, created the issue, with which this hearing is chiefly concerned, has been employed by the respondent since November 1936, except for a period from September 1942 to November 1945, when he was a member of the armed services. Mathers belongs in the production and maintenance employees' unit and is a very active member of his Local 115, having served on its bargaining and grievance committee and as its chief steward and since mid-December 1945 has been its chairman. He was appointed an international representative of the Union in November 1945 and has held that position since that time.³

¹ Tally of Ballots showed that approximately 109 eligible voters cast valid ballots—79 for the Union and 24 against.

² The Union's district president admitted that the International Union desires a master agreement for all of the respondent's plants.

³ This appears from the credited testimony of Charles W. Hobbie, an international officer and district president for the Union and Local 115.

c. *Meeting on May 10, 1946*

On this date, the regular bargaining committee, for the Union,⁴ went to the plant, for the purpose of meeting with respondent's representatives.⁵

Wittner was told by the committee's chairman that "Hobbie [Union's district president] has been called out of town on business, and we have asked Mr. Mathers, inasmuch as he is an international representative, to assist us in bargaining today" Wittner, in substance, informed the committee that the respondent would not agree to have Mathers sit in on the negotiations. A short while later, Mathers arrived at the meeting,⁶ Wittner asked Mathers why he was there and Mathers stated that he was going to assist the committee in job evaluation, in the absence of Hobbie. Wittner refused to bargain unless Mathers left the meeting.⁷ After Mathers departed, the committee and respondent carried on negotiations on matters concerning job evaluations.

d. *Meeting on July 2, 1946*

On this date the Union's bargaining committee, together with Hobbie and Mathers, went to the plant to meet with the respondent's representatives, for the purpose of carrying on negotiations on matters covered under the contract. Leslie, Howland, and E. D. Kroft⁸ were present to represent the respondent. The Union was informed that the respondent was willing to meet with the committee but not while Mathers was present. According to Hobbie's testimony which the undersigned credits, the respondent was informed that Mathers was a designated representative of the International Union. Mathers left and the committee, Hobbie and the respondent's representatives then proceeded with their negotiations.

e. *Respondent's contentions*

The respondent contends that it was justified in its position taken on May 10 and July 2, 1946, for substantially the following reasons.

(1) The Union was attempting to force the respondent into joint negotiations by having Mathers present as its bargaining representative.

(2) Mathers was not a duly authorized representative of the Union.

These contentions are hereinafter considered in the order named.

(1) As to the contention that the Union was attempting to force joint negotiation upon the respondent

It is admitted that Mathers was an active member of Local 115 which together with the Union has, in the past, sought to hold joint negotiation with the respondent. However, there is nothing in the record to show that there were any joint negotiations contemplated at either of these meetings by the Union or Mathers. The record clearly shows that Mathers was appearing on May 10 and July 2, 1946, solely for the purpose of assisting the Union in its negotiations,

⁴ June B. Wiltse, chairman, L. R. Ellery, Marian Chandler and Wilma Kupker.

⁵ J. C. Wittner, director of industrial relations, Roger Leslie, personnel manager, Archie Howland, office manager.

⁶ This appears from the credited testimony of June B. Wiltse.

⁷ This appears from the credited testimony of Wittner.

⁸ E. D. Kroft has succeeded Leslie as personnel manager. Leslie is not now with the respondent.

with the respondent, as its international representative and not as a representative for Local 115. The evidence is also clear and convincing that at both of these meetings, the Union's bargaining committee was present for the sole purpose of negotiating with the respondent, as provided by its contract, on matters affecting the employees in its unit.⁹ Accordingly the undersigned concludes and finds that there is no merit in this contention of the respondent.

(2) As to the contention that Mathers was not a duly authorized representative of the Union

The record shows and the undersigned finds that Mathers, on May 10 and July 2, 1946, was a duly appointed international representative of the Union, and for that reason it is not necessary to consider the respondent's contention that Mathers had not been duly elected a member of the Union's bargaining committee as provided by the contract.¹⁰ The respondent contends that the contract only provides for an international officer to assist in meetings with the plant manager, and as the plant manager was not present at either of the afore-mentioned meetings, Mathers was not entitled to be present. The provision of the contract to which the respondent refers reads as follows: "The Union may call in international officers to assist in meeting with the plant manager." The record shows that this provision has never been enforced and furthermore it is the opinion of the undersigned, that the term "plant manager" was intended to mean the authorized representative of the respondent. The undersigned finds that Mathers as an international representative of the Union was duly authorized to represent it at the meetings of May 10 and July 2, 1946.

Conclusions

The undersigned agrees with the respondent's counsel that the record shows the bargaining relations between the Union and the respondent have been generally good. The matters for which Mathers was appearing, at the two meetings have been negotiated without him. However this issue appears to be current at the plant¹¹ and apparently cannot be settled without a determination by the Board. The respondent refuses to bargain with the Union's international representative apparently because he belongs to another Local in the plant. It is well settled that an employer may not dictate the personnel of the group his employees select to represent them.¹² The undersigned concludes that the respondent's refusal to bargain under these circumstances was not justified. The undersigned finds that the respondent, by refusing on May 10, 1946,

⁹ The undenied and credited testimony of the Board's witnesses show that at the meeting on May 10 the Union sought to bargain regarding point values of jobs and job descriptions and at the July 2 meeting on job evaluations, seniority set-ups and details regarding grievance procedure, concerning only the employees in its own unit.

¹⁰ The contract in regard to the bargaining committee has the following provision "A committee of four, who are to be elected, and who shall constitute the bargaining and/or grievance committee" . . . "The Union shall furnish the Company a list of all the above mentioned Union representatives and shall notify the Company immediately of any changes."

¹¹ The record shows that on another occasion Local 115 had sought to bargain with the respondent, with one of its representatives, being a member of Local 222. The respondent refused to recognize this representative although he was an international representative, for substantially the same reasons as its refusal now to recognize Mathers.

¹² *Matter of Lindeman Power and Equipment Company*, 11 N. L. R. B. 868, *Matter of New Era Die Company*, 19 N. L. R. B. 227, *Matter of Hancock Brick & Tile Company*, 44 N. L. R. B. 920.

and at all times thereafter to accord recognition to Mathers as a bargaining representative of the Union, has thereby refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit and has thus interfered with, restrained, and coerced its employees in the exercise of the 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 such of them as have been found to constitute unfair labor practices tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Since it has been found that the respondent has engaged in 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

Because of the basis of the respondent's refusal to bargain as indicated in the facts found, and because of the absence of any evidence that danger of other unfair labor practices is to be anticipated from the respondent's conduct in the past, the undersigned will not recommend that the respondent cease and desist from the commission of any other unfair labor practices. Nevertheless, in order to effectuate the policies of the Act, the undersigned will recommend that the respondent cease and desist from the unfair labor practices found

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

CONCLUSIONS OF LAW

1. United Farm Equipment and Metal Workers of America, Local No 222, affiliated with the Congress of Industrial Organizations, is a labor organization within the meaning of Section 2 (5) of the Act

2. All office employees of the respondent at its Charles City, Iowa, plant, excluding supervisors, purchasing agent, assistant purchasing agent, technical employees and confidential employees, at all times material herein constituted and now constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act

3. United Farm Equipment and Metal Workers of America, Local No 222, C. I. O., was at all times material herein and now is the exclusive representative of all the employees in such unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By refusing to bargain collectively with the Union on or about May 10, 1946, and at all times thereafter as the exclusive representatives of the employees in the above-described unit, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (5) of the Act

5. By the above acts, respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act and has thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8 (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 above findings of fact and conclusions of law and upon the entire record in the case, the undersigned recommends that the respondent, The Oliver Corporation, its officers, agents, successors, and assigns shall:

1 Cease and desist from:

(a) Refusing to bargain collectively with United Farm Equipment and Metal Workers of America, Local 222, C I O, as the exclusive representative of all office employees of the respondent at its Charles City, Iowa, plant, excluding supervisors, purchasing agent, assistant purchasing agent, technical employees, and confidential employees, with respect to rates of pay, wages, hours of employment, or other conditions of employment for the reason that a bargaining representative of the Union is also an international representative or a member of another Local, representing other employees of the respondent, or both;

(b) In any manner interfering with the efforts of United Farm Equipment and Metal Workers of America, Local No 222, C I O, to bargain collectively with it on behalf of the employees in the aforesaid appropriate unit.

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

(a) Upon request, bargain collectively with United Farm Equipment and Metal Workers of America, Local No 222, C I O., as the exclusive representative of all its employees in the aforesaid appropriate unit, with respect to rates of pay, wages, hours of employment, or other conditions of employment even though a bargaining representative of the Union is also an international representative or a member of another Local representing other employees of the respondent, or both;

(b) Post at its plant in Charles City, Iowa, copies of the notice attached hereto and marked "Appendix A" Copies of such notice, to be furnished by the Regional Director for the Eighteenth Region, shall, after being duly signed by an authorized representative of the respondent, be posted by 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 respondent to insure that said notice is not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Eighteenth Region in writing within ten (10) days from the date of the receipt of this Intermediate Report what steps the respondent has taken to comply with the foregoing recommendations.

As provided in Section 209.39 of the Rules and Regulations of the National Labor Relations Board, Series 4, effective September 11, 1946, any party or counsel for the Board may, within fifteen (15) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.38 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; and any party or counsel for the Board may, within the same period file an original and four copies of a brief in support of the Intermediate Report Immediately upon the filing of such statement of exceptions and/or briefs, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director Proof of service on the other parties of all papers filed with the Board shall be promptly made as re-

quired by Section 203.65. As further provided in said Section 203.39, 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.

WILLIAM J. SCOTT,
Trial Examiner

Dated October 11, 1946.

“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 refuse to bargain collectively with the United Farm Equipment & Metal Workers of America, Local No 222, C. I O , as the exclusive representative of all our employees in the unit described below although the bargaining representative of the Union may be an international representative or a member of another Local in our plant, or both.

We will bargain collectively upon request with the above-named Union as the exclusive representative of all employees in the bargaining unit described below with respect to rates of pay, hours of employment, or other conditions of employment, although the bargaining representative of the Union may be an international representative, or a member of another Local in our plant, or both. The bargaining unit is:

All office employees at our Charles City, Iowa, plant, excluding supervisors, purchasing agent, assistant purchasing agent, technical employees, and confidential employees.

THE OLIVER CORPORATION,
Employer.

Dated_____

By_____

(Representative) (Title)

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