discharge or otherwise discipline Garland should there be any repetition of the type of conduct she engaged in against Bailey.

In view of the nature of the unfair labor practices committed, the commission of similar and other unfair labor practices reasonably may be anticipated. I shall therefore recommend that the Respondent be ordered to cease and desist from in any manner infringing upon rights guaranteed to its employees by Section 7 of the Act.

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

CONCLUSIONS OF LAW

1. The Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization as defined in Section 2(5) of the Act.
3. By discriminatorily discharging Agnes Garland the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.
4. 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(a)(1) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommendations omitted from publication.]

Anchor Manufacturing Company, a division of Basic Products Corporation *and* International Brotherhood of Electrical Workers, AFL–CIO. *Cases Nos. 12–CA–1563 and 12–CA–1647. April 19, 1961*

DECISION AND ORDER

Upon charges duly filed by International Brotherhood of Electrical Workers, AFL–CIO, herein called the Union, the General Counsel of the National Labor Relations Board, by the Regional Director for the Twelfth Region, on October 7, 1960, issued a complaint alleging that Anchor Manufacturing Company, a division of Basic Products Corporation, herein called the Respondent,[1] had engaged in and was engaging in unfair labor practices within the meaning of Section 8(a) (1) and (5) and Section 2(6) and (7) of the National Labor Relations Act, as amended. Copies of the charges, complaint, and notice of hearing were duly served upon the Respondent and the Union.

With respect to the unfair labor practices, the complaint alleges, in substance, that the Union was and is the exclusive representative of all production and maintenance employees of the Respondent in an appropriate unit, and that the Respondent unlawfully refused to bargain collectively with the Union.

The Respondent's answer admits certain jurisdictional and factual allegations of the complaint, but denies the commission of unfair labor practices.

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[1] The name of the Respondent has been amended in accordance with the stipulation of facts entered into by all the parties.

The parties agreed in this stipulation to the dismissal of the allegations of the complaint in Case No. 12–CA–1563.

On November 9, 1960, all parties to this proceeding entered into a stipulation of facts, and on the same date jointly agreed to transfer this proceeding directly to the Board for findings of fact, conclusions of law, and decision and order. The stipulation states, in substance, that the parties have waived their rights to a hearing before a Trial Examiner, and to the issuance of an Intermediate Report, and provides, further, that the charges, complaint, answer, and stipulation of facts with accompanying exhibits constitute the entire record in the case. On November 21, 1960, the Board approved the stipulation, ordered the transfer of the proceeding to the Board, and granted permission to the parties to file briefs. The Respondent has filed a brief.

Upon the basis of the parties' stipulation, the Respondent's brief, and the entire record in the case, the Board [2] makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The Respondent is engaged, at its Bradenton, Florida, plant, in the manufacture, sale, and distribution of electrical equipment. During the past year it purchased and received goods and materials valued in excess of $50,000 directly from points outside the State of Florida. The parties stipulated, and we find, that the Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and that it will effectuate the policies of the Act to assert jurisdiction in this proceeding.

II. THE LABOR ORGANIZATION INVOLVED

International Brotherhood of Electrical Workers, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

The facts, as stipulated, show that the Union was certified on September 6, 1960, as the bargaining representative of a unit of the production and maintenance employees [3] of the Respondent, and that the Respondent, by letter dated September 21, 1960, refused and continues to refuse to bargain with the Union.

The Union filed its petition for certification of representatives [4] on March 11, 1960, and an election was held on May 17, 1960, pursuant to a stipulation for certification upon consent election. Upon the conclu-

[2] Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Rodgers, Leedom, and Fanning].

[3] The complaint alleges, and the Respondent admits, that the appropriate unit consists of all production and maintenance employees employed at the Employer's Bradenton, Florida, plant, excluding all office clerical, plant clerical, and professional employees, guards, and supervisors as defined in the Act.

[4] Case No. 12–RC–867.

sion of the election, the parties were furnished a tally of ballots which showed that, of approximately 35 eligible voters, 35 ballots were cast, of which 17 were for, and 15 were against, the Union, and 3 ballots were challenged. The challenged ballots were thus sufficient in number to affect the results of the election. Thereafter, the Respondent filed timely objections, alleging that various preelection materials circulated by the Union were false and, therefore, prevented the exercise of the employees' free choice in the election. On June 30, 1960, the Regional Director issued and duly served upon all the parties his report on challenges and objections, in which he recommended that the objections be overruled, and that the challenges to two of the ballots be sustained. As the remaining challenged ballot could not be determinative of the results of the election, he made no recommendation as to its dispositions.

The Respondent filed timely exceptions only to the Regional Director's recommendation that the objections be overruled. On September 6, 1960, the Board issued its Decision and Certification of Representatives, adopting the recommendations of the Regional Director that the Employer's objections be overruled.[5] The Board noted in this Decision that the preelection materials distributed by the Union did not relate to matters peculiarly within its knowledge; that, except as to a telegram circulated by the Union, the Respondent had an opportunity to, and did, respond to the propaganda statements; and that, as to the telegram in question, the employees could recognize it as propaganda, and it was therefore not sufficient to prevent the exercise of a free choice in the election. Accordingly, and as the revised tally of ballots showed that the Union had received a majority of the valid votes cast in the election, it was certified as the collective-bargaining representative in the appropriate unit.

On August 5, 1960, prior to the certification, and again on September 16, 1960, subsequent to the certification, the Union requested the Respondent to bargain collectively with respect to wages, hours of work, and other conditions of employment in the production and maintenance unit. The Respondent made no reply to the August 5 request but, in a letter dated September 21, 1960, refused, and at all times thereafter has refused, to bargain collectively with the Union as the exclusive representative of the employees in the said unit.

The Respondent, in its brief, urges that the Board should reconsider its decision to certify the Union on the ground that the decision is in conflict with three courts of appeals decisions[6] finding, contrary

[5] *Anchor Manufacturing Company,* Case No. 12–RC–867 (not published in NLRB volumes)

[6] The Respondent relies on *Celanese Corporation of America* v. *N.L.R.B.,* 279 F. 2d 204 (C.A. 7); *Allis-Chalmers Manufacturing Company, a Delaware Corporation* v. *N.L.R.B.,* 261 F. 2d 613 (C.A. 7); and *N.L.R.B.* v. *Trinity Steel Co., Inc.,* 214 F. 2d 120 (C.A. 5).

to the Board, that elections should have been set aside. All three of these court decisions, however, had issued prior to the Board's Decision and Certification of September 6, 1960. While the Board was, of course, aware of the import of these decisions, it was convinced, nevertheless, that the Union's conduct here in question did not warrant setting aside the election. Moreover, we note that the Supreme Court remanded *N.L.R.B.* v. *Mattison Machine Works*,[7] a case presenting an issue similar to that herein, to the Court of Appeals for the Seventh Circuit for entry of a decree enforcing the Board's order; and, in so doing, the Supreme Court pointed out that it was "well within the Board's province" to find that the conduct complained of had not affected the fairness of the election, and that this finding should have been accepted by the court of appeals. We note also that, since the filing of the Respondent's brief, the Supreme Court remanded the *Celanese* case,[8] the most recent of the three cases on which the Respondent relies, to the Court of Appeals for the Seventh Circuit for consideration in the light of the Supreme Court's decision in the *Mattison* case.

Accordingly, we find no merit in the Respondent's contention as to the effect of the decisions it cites on the Board's election standards. We find further that the Respondent, by its admitted refusal to bargain with the Union as the certified bargaining representative of its employees, has violated Section 8(a)(5) and (1) of the Act.[9]

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 as 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 certain unfair labor practices, we shall order that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent refused to bargain collectively with the Union as the exclusive representative of employees in the appropriate unit, we shall order that the Respondent bargain collectively with the Union, upon request, as the statutory representative

[7] 365 U.S. 123.

[8] *Celanese Corporation of America*, 365 U S. 297.

[9] *International Telephone and Telegraph Corporation, Industrial Products Division*, 129 NLRB 221; *Washington Aluminum Company, Inc*, 128 NLRB 643; *The Cross Company*, 127 NLRB 691; *Old King Cole, Inc.*, 119 NLRB 837, enfd. 260 F. 2d 530 (C.A. 6)

of the employees in the unit, and if an understanding is reached, embody such understanding in a signed agreement.

CONCLUSIONS OF LAW

1. International Brotherhood of Electrical Workers, AFL–CIO, is a labor organization as defined in Section 2(5) of the Act.

2. All production and maintenance employees at the Respondent's Bradenton, Florida, plant, excluding all office clerical, plant clerical, and professional employees, guards, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

3. The above-named labor organization was on September 6, 1960, and has been at all times thereafter, the certified exclusive representative of all the employees in the above-described unit for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. By refusing to bargain collectively with the above-named labor organization as the exclusive representative of all the employees in the unit described above, 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 the aforesaid conduct, Respondent has interfered with, restrained, and coerced employees in the exercise of rights guaranteed by Section 7 of the Act, and has thereby 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.

ORDER

Upon the entire record in this case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Anchor Manufacturing Company, a division of Basic Products Corporation, Bradenton, Florida, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Brotherhood of Electrical Workers, AFL–CIO, as the exclusive bargaining representative of the employees in the appropriate unit.

The appropriate bargaining unit is:

All production and maintenance employees at the Respondent's Bradenton, Florida, plant, excluding all office clerical, plant clerical, and professional employees, guards, and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by Section 7 of the Act.

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

(a) Upon request, bargain collectively with International Brotherhood of Electrical Workers, AFL–CIO, as the exclusive representative of the employees in the appropriate unit, as found above, and, if an understanding is reached, embody such understanding in a signed agreement.

(b) Post at its Bradenton, Florida, plant, copies of the notice attached hereto marked "Appendix."[10] Copies of such notice, to be furnished by the Regional Director for the Twelfth Region, shall, after being duly signed by the Respondent's authorized representative, be posted by the Respondent immediately upon receipt thereof, in conspicuous places, including all places where notices to employees are customarily posted, and maintained by it for at least 60 consecutive days thereafter. 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 Twelfth Region, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith.

[10] In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

APPENDIX

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 refuse to bargain collectively with International Brotherhood of Electrical Workers, AFL–CIO, as the exclusive bargaining representative of the employees in the appropriate unit.

The appropriate bargaining unit is:

> All production and maintenance employees at our plant in Bradenton, Florida, excluding all office clerical, plant clerical, and professional employees, guards, and supervisors as defined in the Act.

WE WILL, upon request, bargain collectively with the aforesaid labor organization as the exclusive representative of the em-

ployees in the appropriate unit, and, if an understanding is reached, embody such understanding in a signed agreement.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce employees in the exercise of rights guaranteed by Section 7 of the Act.

ANCHOR MANUFACTURING COMPANY,
A DIVISION OF BASIC PRODUCTS 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.

North Texas Producers Association *and* United Packinghouse Workers of America, AFL–CIO

North Texas Producers Association *and* Dallas General Drivers, Warehousemen and Helpers Local Union 745. *Cases Nos. 16–CA–1388 and 16–CA–1404. April 20, 1961*

DECISION AND ORDER

On January 16, 1961, Trial Examiner Fannie M. Boyls issued her 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 certain other unfair labor practices alleged in the complaint and recommended dismissal of those allegations. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

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 and the entire record in these cases and hereby adopts the findings, conclusions, and recommendations [1] of the Trial Examiner.

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[1] The Trial Examiner recommended that the Respondent cease and desist from interfering with its employees' rights through the violations of Section 8(a)(1) and (3) which she found, as well as "in any like or related manner." Because discriminatory discharges evince a studied intent to thwart the rights of employees in freely selecting their collective-bargaining representatives, we shall issue a broad cease and desist order here. *Borg-Warner Controls, Borg-Warner Corporation,* 128 NLRB 1035.