

places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that such notices are not altered, defaced, or covered by any other material

(c) Notify the Regional Director, in writing, within 20 days from the date of the receipt of this Intermediate Report and Recommended Order, what steps Respondent has taken to comply herewith.⁸

⁸ In the event that this Recommended Order be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith"

APPENDIX

NOTICE TO ALL EMPLOYEES

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

WE WILL bargain collectively, upon request, with Rice Workers Local 300, Amalgamated Meat Cutters and Butcher Workmen of N. A., AFL-CIO, as the exclusive bargaining representative of all our employees in the appropriate unit described below with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment and, if an agreement is reached, embody such agreement in a signed contract. The appropriate unit is:

All production and maintenance employees at our Holmwood, Louisiana, rice drier and warehouse, including the weigher and clerk, but excluding all office and clerical employees, professional employees, guards, watchmen, foremen, and all other supervisors as defined in the Act.

WE WILL NOT threaten our employees with layoffs because the Union was successful in a representation election conducted by the National Labor Relations Board.

WE WILL NOT in any like or related manner interfere with the efforts of said Union to bargain collectively with us, or refuse to bargain with said Union as the representative of our employees in the above-described appropriate unit.

SWEETLAKE LAND AND OIL COMPANY, INC.,
Employer.

Dated----- By-----
(Representative) (Title)

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

Employees may communicate directly with the Board's Regional Office, T6024 Federal Building (Loyola), 701 Loyola Avenue, New Orleans, Louisiana, 70113, Telephone No. 529-2411, if they have any question concerning this notice or compliance with its provisions.

Adams Division, LeTourneau Westinghouse Company (Indianapolis plant) and Joseph Kellams, Jr.

United Steelworkers of America, AFL-CIO and United Steelworkers of America, AFL-CIO, Local 1262 and Joseph Kellams, Jr. Cases Nos. 25-CA-1640 and 25-CB-508. July 24, 1963

DECISION AND ORDER

On April 15, 1963, Trial Examiner George J. Bott issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging in certain unfair labor practices, and recommending that they cease and desist there-

from and take certain affirmative action as set forth in the attached Intermediate Report. Thereafter, the Respondents filed exceptions to the Intermediate Report and a supporting brief. The General Counsel filed a brief in support of the Intermediate Report.

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

The Board 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. The Board has considered the entire record in these cases, including the Intermediate Report and the exceptions and briefs, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

The Board adopts as its Order the Recommended Order of the Trial Examiner.

INTERMEDIATE REPORT AND RECOMMENDED ORDER

Upon charges of unfair labor practices filed by Joseph Kellams, Jr., on September 6, 1962, against the above Company and Unions, the General Counsel of the National Labor Relations Board issued a consolidated complaint and notice of hearing dated December 13, 1962. Answers denying the commission of unfair labor practices were duly filed by Respondents and a hearing was held before Trial Examiner George J. Bott at Indianapolis, Indiana, on January 23, 1963. All parties, except the Charging Party, Kellams, who testified as a witness for the General Counsel, were represented at the hearing, argued orally at the close of the hearing, and subsequently filed briefs which I have considered.

Upon⁴the entire record in the case and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT COMPANY

Respondent Company is an Illinois corporation with its principal offices in Peoria, Illinois. It is engaged in the business of manufacture and sale of earth-moving equipment at plants in several States of the United States, including the Indianapolis plant located at Indianapolis, Indiana, involved in this proceeding. During the 12 months prior to the issuance of the complaint, Respondent Company manufactured, sold, and shipped from its plants located in Illinois, Indiana, and Georgia finished products valued in excess of \$500,000 to points outside the State of location of said plants. Respondent Company concedes, and I find, that it is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATIONS INVOLVED

United Steelworkers of America, AFL-CIO, and United Steelworkers of America, AFL-CIO, Local 1262, hereinafter sometimes referred to as Respondent Unions, are labor organizations as defined in Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

The Issue

The issue is whether or not Joseph Kellams, the Charging Party, was terminated by the Respondent Company at the instance of the Respondent Unions, in violation of Section 8(a)(1) and (3) and 8(b)(1)(A) and (2) of the Act.

The Facts

The Company and Respondent Unions have had a bargaining relationship for many years. On January 16, 1962, a 3-year contract between the parties expired. This contract contained no union-security provision, the union shop being expressly suspended during the effectiveness of the Indiana right-to-work law.

Negotiations for the current contract between the parties began on December 5, 1961. The Unions were represented by a negotiating committee which included Staff Representative Butler and a local shop committee. Staff Representative Butler was appointed to the committee to represent the International Union by James Robb, director of Region 30 of the International Union. The Company was represented by Industrial Relations Manager William Jackson, Employment Manager William Chamnes, and George P. Ryan, its attorney.

Negotiations for the current agreement continued until January 16, 1962, on which date, at a meeting at the Federal Mediation and Conciliation Service, the Unions' negotiating committee agreed to the terms offered by the Company. At the meeting it was agreed that a new contract would be effective on January 16, 1962, providing it was ratified by the membership and signed.

At a ratification meeting on January 20, 1962, the current contract was accepted by the membership. This fact was communicated to the Company and shortly thereafter the agreement was reduced to writing and mimeographed. Copies of the agreement were then signed by the Unions' negotiating committee, including Staff Representative Butler, and by Industrial Relations Manager Jackson. Staff Representative Butler, and by Industrial Relations Manager Jackson. Staff Representative Butler took the agreements to the office of District 30 where they were signed by Director Robb. The record is not clear but it is a fair interpretation of the record that Robb's signature was affixed not long after January 20. From Robb's office the documents were transmitted to the International Union office in Pittsburgh for signature. The International officials affixed their signatures on February 16.

The 1962 agreement between the parties states in the first paragraph that it is "dated January 16, 1962," and is between the Company and "the United Steelworkers of America, on behalf of Local 1262" The practice of collective-bargaining contracts of the Steelworkers Union being made between the International Union on behalf of a particular local is based on policy of many years standing. The constitution of the International provides in article XVII that:

The International Union shall be the contracting party in all collective bargaining agreements and all such agreements shall be signed by the International Officers.

The 1962 agreement, unlike the previous agreement, set forth an agency-shop provision which provided:

. . . so long as the foregoing provisions for a Union Shop may not be enforced because of the restrictions imposed by Federal and State Law, and only so long as they may not be so enforced, employees who are not members shall, as a condition of employment beginning on the thirty-first (31st) day following the beginning of such employment or the effective date of this Agreement, whichever is later, pay to the Union each month a service charge . . . for the first month . . . in an amount equal to the Union's regular and usual initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

According to article XX of the 1962 agreement the contract was to "remain in full force and effect for a period commencing January 16, 1962, and ending January 15, 1964." The agreement concluded with an execution clause stating, "IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 16th day of February, 1962."

Although, as indicated above, the International offices did not sign the agreement until February 16, 1962, the terms of the agreement were placed in effect by the parties as of January 16, 1962, as provided in the agreement.

The facts relating to Kellams' termination are not in dispute. He worked for the Company since 1940 and has been a member of the Union for about 10 years, from about 1950 to 1960. He was not a member at the time of the execution of the current agreement.

A union steward approached Kellams sometime in February 1962, gave him a copy of the contract, asked him to join the Union and told him that he would have to pay a \$5 initiation fee and \$5-a-month service charge. Respondent Company's industrial relations manager also told Kellams that he would have to pay the agency-shop fees. Kellams paid the Union a total of \$15 before his discharge on May 28,

1962. The payments were made: \$5 on March 21; \$5 on April 8, and \$5 on April 23, 1962.

Kellams testified that after paying \$15 he told his steward that he had been thinking about the subject for a long time and that he had decided that he was not going to pay fees any more. He never did, and was discharged on May 28, 1962, at the request of the local union officials who invoked the terms of the agency-shop agreement. Kellams admitted that when he refused to pay any additional fees to the Union he was familiar with the terms of the current agreement with respect to the agency shop.

Paul Stewart, financial secretary of Respondent Local 1262, testified about his efforts to collect agency-shop fees from Kellams. He said he had conversations with Kellams in February, March, April, and May, 1962 and that he explained to Kellams that he would have to pay a \$5 initiation fee and a \$5-a-month service charge. He collected \$15 from Kellams and applied \$5 to the initiation fee and \$10 to January and February service charges. He stated that Kellams agreed to pay the arrears at \$5 a week but that he was unable to reach Kellams to make collection and asked the department steward to collect from Kellams. The steward reported to Stewart that Kellams said the only reason that he had paid any agency-shop fees was that he had a vacation due and wanted to get it, but that Kellams refused to pay any more service charges. Stewart reported this to Jackson in personnel and asked for enforcement of the contract. The first payment Kellams made to Stewart was on March 21, 1962, in the amount of \$5. The receipt shows a notation "Agency Shop. Bal. 15 00." Stewart, as already indicated, collected two further payments of \$5 each in April from the employee. This money was sent by Stewart to the International Union.

Contentions of the Parties

It is the General Counsel's position that no contract between the parties existed until on or after February 16, 1962, the date on which it was executed by the International officers of the Union; that Kellams was entitled to 30 days after February 16, 1962 (or until March 18, 1962), to begin paying his initiation fee and agency-shop fee, but the parties, by making the contract effective January 16, 1962, denied Kellams the grace period which he was entitled to under the Act. He concludes that a contract that denies an employee the statutory grace period cannot constitute a defense to a discharge for nonpayment of fees. This is particularly true, General Counsel contends, where the employee is compelled to pay dues for periods in which he is not obligated, and where, had his payments been properly applied, he would not have been delinquent at the time of discharge.¹

The position of all Respondents is essentially that the 1962 agreement was in all meaningful respects effective on January 16, 1962, or at least on or about January 20 when it was ratified and signed locally, and that, therefore, Kellams was delinquent from as early as February 20. In any event, say Respondents, even if the agreement is considered to be effective on February 16, 1962, when all signatures were affixed, Kellams, according to Respondents' calculations, was delinquent in May 1962 when he expressly refused to pay any more charges.

Concluding Findings

Although for many practical purposes, such as fixing the date for commencement of new wage rates and the like, the contract may be considered effective as of January 16, 1962, I am unable to conclude that the signing of the agreement by the International officers of February 16, 1962, was a mere formality, as Respondents suggest. The agreement itself is between the Respondent Company and the International Union on behalf of the Local, and the International's constitution makes it mandatory that the International be the contracting party and sign through its officers. Staff Representative Butler testified that in many cases contracts are sent back unsigned to the local level by the International Union after submission to the contract division of the Union in Pittsburgh because of "something . . . that is wrong with them . . ." He stated that "They must be signed by them before they are effective." In all probability most contracts negotiated on a local level with the aid of a staff representative are approved by the International Union, and it is regrettable that delay in final execution may raise doubts about the validity of clauses otherwise proper. It is not for me to say, but perhaps these matters can be taken care of

¹ No question is raised about the legality of the agency shop as such. See *General Motors Corporation*, 133 NLRB 451; *Mead Electric Co. v. Hagberg*, 129 Ind. App. 631, 159 N.E. 2d 408.

by retroactive application of all terms to the date of local agreement, exempting only the union-security provision.² In any event, regardless of what the parties may agree to in other cases, I am persuaded by this record and General Counsel's arguments that the International Union did not intend to be bound by the labor agreement until its officers executed it. I find that there was no legally binding agreement between the parties before February 16, 1962.³

All terms of the agreement, including the agency-shop provision, were made retroactive to January 16, 1962, and effective as of that date. This is clear from Staff Representative Butler's testimony, the agreement itself, and from Financial Secretary Stewart's action in crediting Kellams' payments to January and February when there was no obligation on a nonmember to pay anything before March 18. By making the contract retroactive Kellams was denied the 30-day grace period to which he was entitled under the statute, and the contract was illegal. Regardless of whether Kellams would have been delinquent under a legal agency-shop provision, the denial of the statutory grace period leaves Respondents with no legal agreement to justify Kellams' discharge for nonpayment of dues.⁴

It also appears that if Respondent Unions had not illegally applied Kellams' payments to months for which he was not legally obligated he would not have been delinquent on the day of his discharge. The Unions' initiation fee is \$5, as are the monthly dues. Kellams paid a total of \$15 which should have been applied to the initiation fee and 2 months' dues. He owed no dues before March 18, and his payments should have been allocated to March and April. On May 16, Kellams owed \$5 for May, but he was discharged before the month had expired, and it would appear from the contract and the Union's constitution that payments for the month in question may be made during that month. Although Kellams stated flatly that he would make no additional payments, no one can say what his position would have been, or indeed the local Union's, if it were understood that he were not yet delinquent, or at the most delinquent for May dues only, and not March and April as well, as contended by the Unions. Under the statutory policy an employee is protected not only against an invalid union-security agreement but the improper implementation of a valid agreement as well. Even though Kellams might have refused to continue to pay dues if all had been in order under the agreement, the risk in enforcement properly falls on those who started the chain of events.

Respondent International Union points out that the record shows that it had no knowledge of any kind that Kellams' employment had been terminated until sometime in August 1962, and that the information came from the Board and not Respondent Company or Respondent Local. It is a fact that all overt acts leading toward Kellams' discharge were done by local union representatives. However, Kellams' discharge grew out of the improper and retroactively applied agency-shop clause negotiated and executed by the International Union. In addition, Kellams' dues were improperly applied to January and February and forwarded to the International. In these circumstances, I find Respondent International jointly liable with Respondent Local for the discrimination against Kellams.

I find and conclude that Respondent Company violated Section 8(a)(1) and (3) in discharging Kellams and that Respondent Unions violated Section 8(b)(1)(A) and (2) by causing Kellams' discharge.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondents set forth in section III, occurring in connection with the operations of the Respondent Company set forth 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 thereof.

V. THE REMEDY

Having found that the Respondents engaged in unfair labor practices, the Trial Examiner will recommend that they cease and desist therefrom and take certain affirmative action in order to effectuate the policies of the Act.

² It is interesting to note that the union-security provisions of both the 1959 and 1962 agreements, deferred because of existing State law, speak of the date of execution of the agreement as the start of the grace period.

³ *Associated Machines, Inc.*, 114 NLRB 390.

⁴ *Burke Oldsmobile, Inc.*, 128 NLRB 79; *Anderson Express Ltd.*, 126 NLRB 798; *Nordberg-Selah Fruit, Inc.*, 126 NLRB 714; *Seaboard Terminal and Refrigeration Company*, 114 NLRB 1391; *Associated Machines, Inc.*, *supra*; *Local 803, International Brotherhood of Boilermakers, etc. (Harbor Ship Maintenance Co.)*, 107 NLRB 1011; *Busch Kredit Jewelry Co.* 108 NLRB 1214.

Kellams was unconditionally reinstated on November 29, 1962, and it will not be recommended that he be offered reinstatement.

Since it has been found that Respondent Unions and Respondent Company are all responsible for the discrimination suffered by Kellams, it will be recommended that they jointly and severally make him whole for any loss of pay he may have suffered by reason of the discrimination against him, by payment to him of a sum of money equal to that which he would have earned as wages from the date of the discrimination against him to the date of his reinstatement less interim earnings, and in a manner consistent with Board policy set out in *F. W. Woolworth Company*, 90 NLRB 289. Interest on backpay shall be computed in the manner set forth in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

It will also be recommended that Respondent Company preserve and, upon request, make available to the Board or its agents, payroll and other records to facilitate the computation of backpay.

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

CONCLUSIONS OF LAW

1. The Respondent Company is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. Respondent Unions are labor organizations within the meaning of Section 2(5) of the Act.
3. By discriminating in regard to the hire and tenure of employment of Joseph Kellams, thereby encouraging membership in Respondent Unions, Respondent Company 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 causing the Company to discriminate against Kellams in violation of Section 8(a)(3) of the Act, the Unions have engaged in and are engaging in unfair labor practices within the meaning of Section 8(b)(2) and (1)(A) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices within the meaning of Section 2(6) and (7) of the Act.

RECOMMENDED ORDER

Upon the basis of the above findings of fact and conclusions of law, and upon the entire record in the case, it is recommended that:

A. Adams Division, LeTourneau Westinghouse Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:
 - (a) Encouraging membership in Respondent Unions by discharging employees or in any other manner discriminating in regard to the hire or tenure of employment or any term or condition of employment except to the extent permitted by the proviso to Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.
 - (b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.
2. Take the following affirmative action which will effectuate the policies of the Act:
 - (a) Jointly and severally with Respondent Unions, make whole Joseph Kellams for any loss of earnings suffered as a result of the discrimination against him in the manner and to the extent set forth in the section of this report entitled "The Remedy."
 - (b) Preserve and, upon request, make available to the Board and its agents, for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary to compute the amount of backpay and the right of reinstatement.
 - (c) Post at its Indianapolis, Indiana, plant copies of the attached notice marked "Appendix A."⁵ Copies of said notice, to be furnished by the Regional Director for the Twenty-fifth Region, shall, after being duly signed by the Respondent Company's

⁵ In the event that this Recommended Order be adopted by the Board, the words "A Decision and Order" shall be substituted for the words "The Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order be enforced by a decree of a United States Court of Appeals, the words "A Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "A Decision and Order."

representative, be posted by it immediately upon receipt thereof, and be maintained by it for a period of 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 Company to insure that said notices are not altered, defaced, or covered by any other material.

(d) Post at the same places and under the same conditions as set forth in (c), above, and as soon as they are forwarded by the Regional Director, copies of the Respondent Union's notice herein marked "Appendix B"

(e) Notify the Regional Director for the Twenty-fifth Region, in writing, within 20 days from the date of receipt of this Intermediate Report, what steps it has taken to comply herewith.⁶

B. Respondent Unions, their officers, agents, representatives, successors, and assigns, shall.

1. Cease and desist from:

(a) Causing or attempting to cause the Respondent Company to discriminate against employees except to the extent permitted by the proviso to Section 8(a) (3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

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

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

(a) Jointly and severally with the Respondent Company make Joseph Kellams whole in the manner set forth in the section entitled "The Remedy," above;

(b) Post at its office and place of business in Indianapolis, Indiana, copies of the attached notice marked "Appendix B."⁷ Copies of said notice, to be furnished by the Regional Director for the Twenty-fifth Region, shall, after being duly signed by a representative of Respondent Unions, be posted by it immediately upon receipt thereof and maintained by it for a period of 60 consecutive days thereafter in conspicuous places, including all places where notices to members are customarily displayed. Reasonable steps shall be taken by the Respondent Unions to insure that said notices are not altered, defaced, or covered any other material.

(c) Additional copies of Appendix B shall be signed by a representative of the Respondent Unions and forthwith returned to the Regional Director for the Twenty-fifth Region. These notices shall be posted, the Respondent Company willing, at places where notices to the Respondent Company's employees are customarily posted.

(d) Notify the Regional Director for the Twenty-fifth Region, in writing, within 20 days from the date of the receipt of this Intermediate Report and Recommended Order, what steps Respondent Unions have taken to comply herewith.⁸

⁶ In the event that this Recommended Order be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

⁷ See footnote 5, *supra*.

⁸ See footnote 6, *supra*.

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

WE WILL NOT encourage membership in United Steelworkers of America, AFL-CIO and United Steelworkers of America, AFL-CIO, Local 1262, or any other labor organization, by discharging employees or in any other manner discriminating in regard to hire or tenure of employment or any term or condition of employment, except to the extent permitted by the proviso to Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

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

WE WILL jointly and severally with United Steelworkers of America, AFL-CIO and United Steelworkers of America, AFL-CIO, Local 1262, make whole Joseph Kellams for loss of pay suffered as a result of discrimination against him.

WE HAVE reinstated Joseph Kellams to his former position without prejudice to his seniority or other rights and privileges he previously enjoyed.

ADAMS DIVISION, LETOURNEAU WESTINGHOUSE COMPANY (INDIANAPOLIS PLANT),

Employer.

Dated----- By-----
(Representative) (Title)

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

Employees may communicate directly with the Board's Regional Office, 614 ISTA Center, 150 West Market Street, Indianapolis, Indiana, 46204, Telephone No. Melrose 3-8921, if they have any questions concerning this notice or compliance with its provisions.

APPENDIX B

NOTICE TO ALL EMPLOYEES OF ADAMS DIVISION, LETOURNEAU WESTINGHOUSE COMPANY (INDIANAPOLIS PLANT)

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

WE WILL NOT cause or attempt to cause Adams Division, LeTourneau Westinghouse Company (Indianapolis Plant) to discriminate against its employees in violation of Section 8(a)(3) of the Act, as amended by the Labor-Management Reporting and Disclosure Act of 1959.

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

WE WILL jointly and severally with the Company make whole Joseph Kellams for loss of pay suffered as a result of the discrimination against him.

UNITED STEELWORKERS OF AMERICA, AFL-CIO, Labor Organization.

Dated----- By-----
(Representative) (Title)

UNITED STEELWORKERS OF AMERICA, AFL-CIO, LOCAL 1262,

Labor Organization.

Dated----- By-----
(Representative) (Title)

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

Employees may communicate directly with the Board's Regional Office, 614 ISTA Center, 150 West Market Street, Indianapolis, Indiana, 46204, Telephone No. Melrose 3-8921, if they have any questions concerning this notice or compliance with its provisions.

KVP Sutherland Paper Company—Sutherland Division and Amalgamated Lithographers of America, Charging Union and United Papermakers and Paperworkers, AFL-CIO, and its Local 1010. Case No. 7-CA-3834. July 24, 1963

DECISION AND ORDER

On December 28, 1962, Trial Examiner Thomas F. Maher issued his Intermediate Report in the above-entitled proceeding, finding that Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and