Regional Director for Region 4, after being duly signed by an authorized representative of the Respondent, shall be posted by the Respondent 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 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 Region 4, in writing, within 20 days from the receipt of this Recommended Order, what steps it has taken to comply herewith.

It is further recommended that unless within 20 days from the date of the receipt of this Trial Examiner's Decision the Respondent shall notify the said Regional Director, in writing, that it will comply with the foregoing Recommended Order,[8] the National Labor Relations Board issue an Order requiring Respondent to take the aforesaid action.

[8] In the event 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 therewith."

APPENDIX

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, we hereby notify our employees that:

WE WILL, upon request, bargain collectively with Local 464, American Bakery & Confectionery Workers International Union, AFL–CIO, as the exclusive bargaining representative of our employees in the appropriate unit described below, concerning rates of pay, wages, hours of work, and other terms and conditions of employment, and we will, upon request, embody in a signed agreement any understanding reached. The bargaining unit is:

All production, maintenance, warehouse, and shipping employees, including receiver, mixers, preparers, bakers, wrappers, packagers, shippers, maintenance mechanics, and watchmen of the Employer at the Paxton Street, Harrisburg, Pennsylvania, plant, but excluding all office clerical employees, driver salesmen, truckdrivers, garage mechanics, retail store clerks, and supervisors as defined in the Act.

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

CAPITAL BAKERS, 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, 1700 Bankers Securities Building, Walnut and Juniper Streets, Philadelphia, Pennsylvania, Telephone No. 735–2612, if they have any question concerning this notice or compliance with its provisions.

Western Meat Packers, Inc. *and* Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL–CIO. *Case No. 27–CA–1460. August 25, 1964*

DECISION AND ORDER

On June 16, 1964, Trial Examiner Sidney Lindner issued his Decision 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 attached Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision and a brief in support thereof.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman McCulloch and Members Leedom and Jenkins].

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 Trial Examiner's Decision and the entire record in this case, including the Respondent's exceptions and brief, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the Board hereby adopts as its Order, the Order recommended by the Trial Examiner and orders that the Respondent, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

This proceeding under Section 10(b) of the National Labor Relations Act, as amended, was initiated by a charge duly filed by Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL–CIO, herein called the Union. The complaint issued on February 14, 1964, alleges that Western Meat Packers, Inc., herein called the Respondent, engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act. The issues arise from Respondent's alleged action in refusing to recognize and bargain collectively with the Union, the duly designated collective-bargaining representative of its employees. The Respondent's answer denies the commission of unfair labor practices.

Pursuant to notice a hearing was held before Trial Examiner Sidney Lindner on April 21, 1964. The General Counsel and the Respondent were represented by counsel, participated fully in the hearing, and were afforded full opportunity to present evidence and argument of the issues. After the close of the hearing, briefs were received from the parties and have been duly considered.

Upon consideration of the entire record, including my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Western Meat Packers, Inc., a corporation duly organized under and existing by virtue of the laws of the State of Colorado, has at all times material herein maintained its principal office and place of business at Grand Junction, Colorado, where it is engaged in the processing of meat and meat products. Since July 1962, when Respondent obtained Federal meat inspection from the U.S. Department of Agriculture, it has, on an annual basis, processed, sold, and shipped directly from its Grand Junction plant, meat and meat products valued in excess of $50,000 to points and places outside the State of Colorado. The Respondent's answer admits, at the

hearing it was conceded, and I find, that since July 1962 and at all times material herein Respondent has been engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL–CIO, is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Background—events prior to April 25, 1963*

The Respondent has been engaged in the meat processing and packing business for some 30 years. It appears from the record that until July 1962, when it was granted Federal meat inspection by the U.S. Department of Agriculture, its business was solely intrastate. Thereafter, as found above, it sold and delivered its products across State lines and has been engaged in commerce.

It was stipulated by the parties at the hearing that on March 12, 1962, the Union filed a representation petition with Region 27 of the Board seeking to be certified as the collective-bargaining representative of all employees of Respondent employed at its Grand Junction plant, exclusive of clerical help, guards, watchmen, nonworking supervisors, plant managers, and all other supervisors as defined in the Act.[1] By letter dated March 21, 1962, the Regional Director informed the parties that the Board lacked jurisdiction in the matter.

On April 11, 1962, the Industrial Commission of Colorado, herein sometimes referred to as the Commission, pursuant to a petition filed by the Union for an election to determine a collective-bargaining unit as provided by section 5, Colorado Labor Peace Act, conducted an election among Respondent's employees in the unit heretofore described and stipulated to be appropriate. The Union lost.

A second election among Respondent's employees was conducted on October 30 and 31, 1962, by the Industrial Commission of Colorado. On November 5, 1962, it certified that a majority of employees eligible to vote at such election voted for the Union as a collective-bargaining agent.[2]

During the period November 29, 1962, to March 28, 1963, representatives of the Respondent and the Union met on five different occasions and agreed on various contract proposals and counterproposals in an effort to arrive at a collective-bargaining agreement.

B. *Events of April 25, 1963, and thereafter*

On the evening of April 25, 1963, a union committee consisting of Secretary-Treasurer G. W. Dean, International Representative Williard Ferson, Business Representative Albert DeWitt, and plant employees Martinez and Bowen met with Wirt Burns, owner of a half interest in Respondent Corporation, in the latter's office at the plant. Although the Union had been meeting and negotiating with Respondent at five meetings prior to this date, this was the first negotiation session attended by Wirt Burns.

Ferson testified without denial that when Dean mentioned at the outset it was a meeting for negotiations, Wirt Burns told the committee that even though the Union had previous meetings with Respondent, his reason for being there was not to consummate an agreement, "he, and he alone would be the one to make the determination of whether a contract could be signed with the Union; and that no other person had the authority to make this decision." [3]

Dean testified that as spokesman for the union committee he told Wirt Burns that Respondent and the Union had been negotiating for a considerable period of time; that the issues had been narrowed down to the point where there were only a few left; and they would like to conclude a contract. Wirt Burns, according to Dean, made some remark and then said he could not sign an agreement with the Union and never had any intention of signing a contract.

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[1] Stipulated by the parties to be the appropriate unit in this proceeding.

[2] Of 40 qualified voters, 40 cast ballots with 29 votes cast for the Union and 11 votes cast against the Union.

[3] The record reveals that Respondent's representatives at previous meetings were Plant Manager Woltemath and Office Manager John Burns.

Dean admitted that at this point he became angry and said to Wirt Burns, "Do you call yourself a Christian man under those circumstances where we had all those negotiations believing that we were making a working arrangement, creating a collective-bargaining agreement and you tell me now that you had no intentions of ever signing a contract?" Wirt Burns, according to Dean, replied that he lived by the law of the Bible He reached for his Bible and quoted a Scripture which Dean thought dealt with the fact that he (Burns) could not consort with infidels,[4] and he therefore could not sign a labor agreement

Dean explained to Wirt Burns that he did not have to join the Union, that his employees were the only people who would be affected by belonging to a union, and that by his actions and statements Respondent was violating the law which required it to bargain in good faith Wirt Burns, while willing to talk and discuss, persisted that he would never sign a contract with the Union

Ferson corroborated Dean's testimony regarding Wirt Burns' statement that because of his belief in the Bible and because he lived by the law of God he never intended to enter into a labor agreement with the Union Ferson also testified without contradiction that during the discussions Wirt Burns said that when the people went to work in Respondent's plant, they knew the working conditions and wages, and if they did not like it, they were free to quit

Wirt Burns' testimony regarding what took place at the April 25, 1963, negotiation meeting varies in certain respects from the testimony of the General Counsel's witnesses Wirt Burns testified that on April 22 or 23 he received a telephone call from a union representative asking for an appointment for a meeting and he agreed to meet on the evening of April 25 Dean, according to Wirt Burns, opened the meeting with the statement that he and Ferson came from Denver for no other reason except to get a contract signed with Respondent Wirt Burns testified he told the committee Respondent has been losing money and was in no financial position to raise wages, grant fringe benefits, or change any other working conditions, further, some employees had come to him to advise that they "would not work under the Union" and would leave Respondent's employ "because of the closed shop" For these reasons, Respondent was not able to sign a contract Dean, according to Wirt Burns said, "We did not come to discuss your financial status, we came merely to have a contract signed" Dean asked Wirt Burns if he did not want to help his employees Wirt Burns replied he always wanted to help them, but financially Respondent could not do any more than it was doing Wirt Burns testified that Dean became angry and said the Union's $3 million treasury would be used to "break" Respondent Wirt Burns remarked that would not take very long, because Respondent was already broke

Wirt Burns admitted that in the course of the discussion Dean asked if he considered himself a "Christian" He also admitted he told the union committee that according to his understanding of the Bible, he could not belong to a secret organization—the Union—and that Dean explained to him that only Respondent's employees could become members of the Union, that he was not eligible for union membership and that as one of the owners of Respondent all he had to do was to sign a contract with the labor organization representing Respondent's employees

He also admitted that he interpreted the Scripture from the Bible, *supra*, which he read to the union committee to mean that he could not enter into a binding contract and that he discussed his religious beliefs which did not enable him to enter into a union contract with Respondent's board of directors before he attended the April 25 negotiation meeting

Wirt Burns testified the meeting ran for about 2 hours, that no agreement was reached, and he told the union committee he was not going to sign a contract

Dean denied there was any discussion at the meeting about Respondent's inability to pay increased wages or about using union funds to "break" Respondent He did not deny that the meeting consumed about 2 hours He admitted that heated words were exchanged after Wirt Burns said he did not intend to sign a contract, which he placed "from the very first time we ever sat down at the table" He also admitted he was angered by the position which Wirt Burns expressed, and that he did not remember all that was said

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[4] Based on Wirt Burns' testimony *infra* and Dean's recollection, the quotation from the Bible was from II Corinthians chapter 6, verses 14 and 15

> Be ye not unequally yoked together with unbelievers for what fellowship hath righteousness with unrighteousness? And what communion hath light with darkness? And what concord hath Christ with Belial? Or what part hath he that believeth with an infidel?

I credit Wirt Burns' testimony regarding the issues discussed at the April 25 meeting. There is, however, some confusion in the record as to the precise chronology of the various issues discussed. I find, based on the testimony and admissions of Wirt Burns, the undenied testimony of Ferson, and the testimony of Dean corroborated by Ferson which I credit, that Wirt Burns told the union committee that even though there had been previous meetings with Respondent, he was not attending this meeting (April 25) to consummate an agreement; that he alone for the Respondent, had authority and would make the decision of whether a contract should be signed with the Union; that he discussed with Respondent's board of directors his religious beliefs which did not enable him to sign a contract with the Union; and, further, that because of his religious beliefs he never intended to and did not sign a contract with the Union.

On April 29, 1963, the Union filed a charge against the Employer with Region 27 of the Board, the basis of which was that Respondent, since on or about April 25, 1963, refused to bargain collectively with it in violation of Section 8(a)(5) and (1) of the Act.

Dean testified without denial that in the latter part of June or early July, Attorney Wagner (counsel for Respondent in this proceeding), called him on the telephone to advise that he had been retained by Respondent to represent it, and that he had recommended to his client that it sit down and try to negotiate with the Union. In view of this Wagner asked Dean to withdraw the charge, which the latter did.

On July 2, 1963, the Acting Regional Director approved the withdrawal of the charge by the Union.

A meeting took place in Attorney Wagner's office in Denver on July 22, 1963, attended by the same union committee as above, Wagner, and John Burns, Respondent's office manager. The participants discussed the union-shop proposal. Ferson testified without denial that Wagner offered his opinion that sometimes a union shop was best for the employer since it afforded him the opportunity to get better help. No commitment was made by Respondent, nor was agreement reached on this issue. Wagner inquired if the Union was in a position to help Respondent make its operations more profitable. Wagner was told the International Union employed a research director and time-study man who could study the plant and assist in making it more efficient. A general discussion then ensued, provoked by Wagner's inquiry as to whether the Union in its various day-to-day contacts, could help in the sale of Respondent's product, in the event the plant went union.

Wagner said he would advise his client to try to go ahead and conclude a contract. He told the union committee at the conclusion of the meeting he would contact it at a later date regarding Respondent's position and about another meeting.

No further negotiation meetings were held.

John Burns testified that on or about September 15, 1963, Business Representative Al DeWit stopped in at the plant to inquire if Respondent had any plans to go ahead and negotiate a contract with the Union. DeWit told Burns if the Union did not hear from Respondent shortly it would file unfair labor practice charges with the Board. John Burns testified further he told DeWit he would talk to Mr. Seavers (unidentified) and his father about the matter and call him the next day in Denver. John Burns called DeWit and told him that neither Mr. Seavers nor his father was very satisfied with the length of time the contract negotiations had taken; that there had been many changes, "both through Federal Inspection and through employees . . . over this period of time of a year or better, and that I thought possibly in wages" and perhaps the best thing under the circumstances would be to petition for a new election. John Burns also told DeWit "if a new election showed that the majority of the employees still wanted a contract, or if the Union had already prepared a contract, there would be a counterproposal to the offer." DeWit stated he did not know what the Union would do.

On September 23, 1963, another charge was filed by the Union docketed as Case No. 27–CA–1460.

By letter dated November 29, 1963, the Regional Director for Region 27 notified the parties that an investigation of the charge revealed insufficient evidence of violation and that he was refusing to issue a complaint. The Union was also advised of its right to have such action reviewed by the General Counsel's office in Washington, D.C. The Union requested such review.

On February 3, 1964, the Regional Director notified the parties that he had reconsidered the matter in Case No. 27–CA–1460. He concluded that his determination not to issue complaint was in error; that such determination was being withdrawn and a complaint alleging the appropriate violations would issue in due course. The complaint and notice of hearing in this proceeding was issued on February 14, 1964.

Contentions and Conclusions

It is the General Counsel's contention raised at the hearing and in his memorandum brief to the Trial Examiner that: (1) the Union established its majority status in a valid State-conducted election on October 30 and 31, 1962, and the results thereof were certified by the Industrial Commission of Colorado on November 5, 1962; (2) absent any irregularity in a State-conducted election proceeding the Employer is required to honor the certification issued by the State agency for a period of 1 year as in cases of the Board's own certification unless there are present unusual circumstances warranting the suspension of the 1-year ruling; (3) since the Union clearly demonstrated its majority in winning the second State-conducted election and Respondent recognized and bargained with it, Respondent's subsequent refusal to bargain violated Section 8(a)(1) and (5) of the Act and the fact that the second State election was held less than 12 months after the first State election does not affect the validity of evidence of majority; and (4) once shown, the authority of the bargaining agent continues until the contrary is shown.

The Respondent contends on the other hand that: (1) the election conducted by the Industrial Commission of Colorado on October 30–31, 1962, was void and the last valid election among the Respondent's employees in April 1962, which the Union lost, has continued in full force and effect to the present; (2) the Respondent bargained in good faith and the Union did not; and (3) the Regional Director upon notifying the parties on November 29, 1963, of his refusal to issue a complaint exhausted his powers and thereafter had no right to revoke his prior refusal to issue a complaint.

Turning now to a determination of whether the October 30 and 31, 1962, election conducted by the Industrial Commission of Colorado was void, the Respondent submits that since the Board's jurisdiction was exclusive at all times after July 2, 1962, when Respondent commenced shipping its products interstate, the Commission's activities with respect to Respondent, including its conduct of the second election, were void for any purpose. The Respondent also argues that the Union's demonstrated majority in October 1962 has no standing under the Federal statute because the Board in accordance with Section 9(c)(3) of the Act could not have conducted an election until after April 11, 1963.

If the Board had conducted the April 1962 election which the Union lost, I would agree with Respondent that under Section 9(c)(3) of the Act, it would have been prohibited from directing a second election among Respondent's employees in any bargaining unit or any subdivision within which in the preceding 12-month period a valid election had been held. However, this is not the situation we are confronted with here, since the Board was neither petitioned to, nor did it, conduct the October 1962 election. The record does not disclose nor does Respondent contend that the Commission's election in October 1962 was attended by irregularities or lacked the proper safeguards. Furthermore, it does not appear that Respondent in any manner objected to the conduct of the October 1962 election by the Commission. In fact after the Union demonstrated its majority in the October 1962 election the Respondent recognized the Union as the collective-bargaining representative of its employees and met with it over a period of months. In September 1963 for the first time a question was raised by Respondent about the jurisdiction of the Commission to conduct the October 1962 election.[5]

It is well established that a Board election is not the sole means by which a union may validly secure recognition as bargaining representative. See *United Mine Workers of America* v. *Arkansas Oak Flooring Co.*, 351 U.S. 62. And the Board in *Ekco Products Company*, 117 NLRB 137, 143, stated, "No provision of the Act specifically forbids an employer to recognize a union during the 12-month period during which a representation election is barred, nor may such a prohibition be implied from the language of Section 9(c)(3)."

In *The West Indian Co., Ltd.*, 129 NLRB 1203, the Board, in spite of preemption, attributed the same effect to the election conducted by the Virgin Islands Department of Agriculture and Labor as if the department had been authorized to conduct the election in the first instance. The Board has also recognized as fact State election re-

[5] See General Counsel's Exhibit No. 5 It is interesting to note that even though Attorney Wagner in his letter to the Union questioned the Commission's authority to conduct the October 1962 election because the Respondent had been engaged in interstate commerce since July 1962, he nevertheless suggested, "If you decide not to rely on the validity of the October 1962 election, you may want to ask for another election under either the Federal or State law." If the Union accepted this counsel and went to another State election and won, it seems only fair to inquire if Respondent would then have accepted such demonstration of majority.

sults and precluded itself from holding second elections. See *Bluefield Produce & Provision Company,* 117 NLRB 1660. It follows, therefore, as in the instant situation, where there is no prohibition against the holding of a second election by the State,[6] that the Board will and should give effect to the results of such election. I do not accept Respondent's contention that the election conducted by the Industrial Commission of Colorado on October 30 and 31, 1962, was void and that the results thereof cannot be given effect by the Board.

With regard to the contention raised in its brief that Respondent bargained in good faith and the Union did not, it states, among other things, that Respondent's reluctance to sign the union contract as tendered was based primarily on the fact that it was losing money. Although Respondent's economic condition was mentioned at the April 25, 1963, negotiation meeting by Wirt Burns, I have heretofore found its claimed inability to change wage rates or fringe benefits or to go along with the union-shop proposal was not the reason for the breakdown in negotiations. The real reason was Wirt Burns' declaration, as conceded in Respondent's brief, that because of his religious beliefs he never intended to and was not able to enter into a union contract. Respondent's refusal to comply with its statutory obligation that it bargain in good faith cannot be justified by reliance on religious scruples. "The fact that an act is done only as a matter of religious worship will not protect a person from the consequences if such act has been prohibited by law." 11 Am. Jur., Constitutional Law, sec. 312. See also *Church of Latter Day Saints of Jesus Christ* v. *U.S.,* 136 U.S. 1; *Reynolds* v. *U.S.,* 98 U.S. 145.

The Respondent claims that the Union was using unfair tactics against Respondent and therefore it should be absolved of its duty to continue "fruitless" bargaining. It cites as examples the circulation, "perhaps narrowly," of a boycott circular urging people not to buy Respondent's products and Dean's remark during the April 25 negotiation meeting that the Union's treasury of $3 million would be used to "break" Respondent. The only evidence in the record regarding the handbill is that several copies were given to employee Bowen who brought one into the plant and the employees discussed its contents. There is not a scintilla of evidence that it was otherwise distributed. Further, I find nothing of such an awesome nature in Dean's remark, uttered in anger after the Union heard that Wirt Burns never had any intention of entering into a collective-bargaining contract with it, which prevented Respondent from continuing to bargain, if it was so minded, and which absolved it of such duty. See *N.L.R.B.* v. *Insurance Agents International Union (Prudential Insurance Co.),* 361 U.S. 477.

I find no merit in the Respondent's third contention that when the Regional Director gave notice of his refusal to issue a complaint, he exhausted his powers and his subsequent acts had no legal effect. In *Fant Milling Company,* 117 NLRB 1277, the Board, faced with a situation practically similar in all respects to the one herein, with respect to the first refusal to issue a complaint by the Regional Director, his withdrawal of the refusal, and his subsequent issuance of the complaint while an appeal was pending, decided the complaint was validly issued. See also *The Randall Company, Division of Textron, Inc.,* 133 NLRB 289, footnote 1.

In sum, I conclude and find from all the above and the record as a whole that Respondent has refused to bargain with the Union in violation of Section 8(a)(5) of the Act and has thereby interfered with, restrained, and coerced its employees in violation of Section 8(a)(1).

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with its business operations 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 thereof.

V. THE REMEDY

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

It having been found that Respondent refused to bargain collectively with the Union, it will be recommended that Respondent be ordered to bargain with the Union upon request as the exclusive representative of its employees in the appropriate unit concerning rates of pay, wages, hours, and other terms and conditions of employment and if an understanding is reached, embody such understanding in a signed agreement.

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[6] See Colorado Labor Peace Act, codified as article 5, chapter 80, section 80-5-5, Colorado Revised Statutes, 1953—subdivision (4).

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 Union is a labor organization within the meaning of Section 2(5) of the Act.
2. All employees of Respondent employed at its Grand Junction plant, exclusive of clerical help, guards, watchmen, nonworking supervisors, plant manager, and all other supervisors as defined in the Act, constitute at all times material herein, a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.
3. The Union at all times since on or about October 31, 1962, and at all times material herein has been and is now the exclusive representative of all employees in the appropriate unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.
4. By refusing to bargain collectively, and by interfering with, restraining, and coercing employees in the exercise of their rights under Section 7 of the Act, Respondent has engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in this case and pursuant to Section 10(c) of the Act, it is recommended that the Respondent, Western Meat Packers, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment with Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL–CIO, as the exclusive collective-bargaining representative of all its employees in the appropriate unit.

(b) In any manner interfering with the efforts of the above-named Union to bargain collectively with Respondent.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Upon request bargain collectively with Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL–CIO, as the exclusive representative of all the employees in the above-described appropriate unit with respect to rates of pay, wages, hours of work, and other terms and conditions of employment and embody in a signed agreement any understanding reached.

(b) Post at its plant in Grand Junction, Colorado, copies of the attached notice marked "Appendix."[7] Copies of said notice, to be furnished by the Regional Director for Region 27, shall, after being duly signed by the Respondent's representative, be posted by it immediately upon receipt thereof and be 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, in writing, within 20 days from the receipt of this Decision, what steps Respondent has taken to comply herewith.[8]

It is finally recommended that unless on or before 20 days from the date of receipt of this Decision the Respondent notify said Regional Director, in writing, that it will comply with the terms hereof, the Board issue an order requiring it to take such action.

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[7] In the event that this Recommended Order be adopted by the Board, the words "a Decision and Order" shall be substituted for the words "a 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."

[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 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 our employees that:

WE WILL, upon request, bargain collectively with Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL–CIO, as the exclusive representative of all employees in the bargaining unit described below with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment and embody in a signed agreement any understanding reached.

The bargaining unit is:

All employees at our Grand Junction plant exclusive of clerical help, guards, watchmen, nonworking supervisors, plant managers, and all other supervisors as defined in the Act.

WE WILL NOT in any manner interfere with the efforts of the above-named Union to bargain collectively on behalf of the employees in the above-described appropriate unit.

WESTERN MEAT PACKERS, 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, 609 Railway Exchange Building, 17th and Champa, Denver, Colorado, Telephone No. 534–3161, if they have any questions concerning this notice or compliance with its provisions.

Sagamore Pulp Corporation; Yank Waste Co., Inc. *and* Herrmann Lydecker. *Case No. 3–CA–2212. August 25, 1964*

DECISION AND ORDER

On April 15, 1964, Trial Examiner Stanley N. Ohlbaum issued his Decision in the above-entitled proceeding, finding that Respondents had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the attached Decision. Thereafter, the General Counsel filed exceptions to the Decision and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman McCulloch and Members Leedom and Jenkins].

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 this case, including the Decision, the exceptions, and the brief,