

2. Los Angeles Building & Construction Trades Council; Laborers and Hod Carriers Local No. 802, AFL-CIO; Carpenters Local Union No. 1478, AFL-CIO; and District Council of Painters No. 36, AFL-CIO, are labor organizations within the meaning of Section 2(5) of the Act; and O'Toole, Goodin, McClain, Mahon, and Means were at all times material herein agents of the respective Respondents herein, and each of them.

3. By picketing the Portofino construction project with the object of forcing or requiring Portofino to enter into an agreement which is prohibited by Section 8(e) of the Act, the Respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(A) of the Act.

4. By picketing the construction project of Portofino with an object of forcing or requiring Portofino to cease doing business with McCam, Calhoun, Duncan, and/or other persons, the Respondents have committed unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(B) of the Act.

5. By picketing the construction project of Portofino at a time when they were engaged in a labor dispute with Duncan and by using a picket sign which failed to disclose the identity of the primary employer with whom they had a labor dispute, the Respondents have committed unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(B) 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.

[Recommended Order omitted from publication.]

**Adolph Coors Company and International Union of United
Brewery, Flour, Cereal, Soft Drink and Distillery Workers
of America, AFL-CIO.** *Case No. 27-CA-1541. February 8,
1965*

DECISION AND ORDER

On October 28, 1964, Trial Examiner Eugene K. Kennedy 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 together with a supporting brief. The Charging Party filed a brief supporting the Trial Examiner's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel [Chairman McCulloch and Members Fanning 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, the exceptions, brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, except as modified herein.

The Board rejects any implications in the Trial Examiner's Decision that the finding of Section 8(a)(5) violations was in any

way predicated on the potentially detrimental effect the barring of Roberts would have on his chances of reelection as business agent. The Act is aimed to protect employees; it is not aimed to protect a union representative's reelection to union office.

Further, the Board finds on the basis of the entire record, including collective-bargaining agreements between Respondent and the Union, that the Union is the exclusive bargaining representative of Respondent's production and maintenance employees at its plant in Golden, Colorado, who are employed in the brew house, fermenting, aging, keg, bottling, garage, yeast, power, malting, storeroom, and maintenance departments, excluding office and clerical employees, construction department employees, gardeners, employees engaged in coil service work, engineers or technicians engaged in control instrument maintenance and/or repair, laboratory technicians, guards, professional employees, and supervisors, as defined in the National Labor Relations Act.

ORDER

Pursuant to Section 10(c) of the Act, as amended, the Board hereby orders that Respondent, Adolph Coors Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Barring Local 366's representatives from the plant when their visits are relevant to carrying out their statutory functions, or bargaining with employees in the absence of such representatives, or in any other manner refusing to bargain collectively with International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America, AFL-CIO, Local 366, as the exclusive representative of all employees in the appropriate unit defined herein.

(b) In any other manner interfering with the efforts of the aforesaid labor organization 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 purposes of the Act:

(a) Restore the plant visitation rights existing immediately prior to November 26, 1963, to Roberts or any other representative of Local 366.

(b) Post at the plant at Golden, Colorado, copies of the attached notice marked "Appendix."¹ Copies of said notice, to be furnished by the Regional Director for Region 27, shall, after being duly signed by an authorized representative of the Respondent, be posted

¹In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "a Decision and Order" the words "a Decree of the United States Court of Appeals, Enforcing an Order."

by Respondent 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 to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 27, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith.

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, as amended, we hereby notify our employees that:

WE WILL NOT bar Local 366's representatives from our plant when their visits are relevant to carrying out their statutory functions, or bargain with employees in the absence of such representatives, or in any other manner refuse to bargain collectively with International Union of United Brewery, Flour Cereal, Soft Drink and Distillery Workers of America AFL-CIO, Local 366, as the exclusive representative of all our employees in the appropriate unit defined hereinafter:

The appropriate bargaining unit consists of all our production and maintenance employees at our plant in Golden, Colorado, who are employed in the brew house, fermenting, aging, keg, bottling, garage, yeast, power, malting, storeroom, and maintenance departments, excluding office and clerical employees, construction department employees, gardeners, employees engaged in control instrument maintenance and/or repair, laboratory technicians, guards, professional employees, and supervisors, as defined in the National Labor Relations Act.

WE WILL NOT in any other manner interfere with the efforts of the aforesaid labor organization to bargain collectively with us on behalf of the employees in the aforesaid appropriate unit.

ADOLPH COORS COMPANY

Employer.

Dated _____ By _____

(Representative)

(Title)

This notice must remain posted for 60 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 Streets, Denver, Colorado, Telephone No. 297-3551, if they have any question concerning this notice or compliance with its provisions.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

This matter was heard before Trial Examiner Eugene K. Kennedy in Denver, Colorado, on June 30 and July 1, 2, 14, 15, and 16, 1964. The central issue is whether the action of Respondent in barring the business agent of Local 366 from its plant amounted to unlawful interference with the rights of employees guaranteed by the National Labor Relations Act. Also in issue is whether other conduct of Respondent constituted an unlawful failure to bargain.

Upon the entire record in the case, including my observation of the demeanor of the witnesses, and after consideration of the briefs filed by the International Union and the General Counsel, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT AND JURISDICTION OF THE BOARD

Respondent, Adolph Coors Company (herein sometimes called Respondent), at all times material herein has been a corporation organized in the State of Colorado, with its principal office and place of business in Golden, Colorado, where it is engaged in the manufacture and distribution of beer. Respondent annually manufactures, sells, and ships from Golden, Colorado, directly to points outside the State of Colorado products valued in excess of \$50,000. Respondent is an employer engaged in commerce and in a business affecting commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America, AFL-CIO, Local 366, is a labor organization within the meaning of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *Setting and events*

Respondent has about 500 employees in its brewery in Golden, Colorado. For several years preceding the events herein, Respondent and Local 366 were parties to collective-bargaining agreements. One was currently in effect at the time of the hearing. From 1955 to 1959 the agreements provided that a representative of Local 366 had a right to visit Respondent's plant in connection with servicing the collective-bargaining agreement. The agreement executed in 1959 omitted any mention of plant visitation rights. From 1959 until October 1962, a representative of Local 366 continued to visit the premises of Respondent to service the collective-bargaining agreement. He was authorized in a written instrument separate from the bargaining agreement to visit the plant premises. In October 1962, Richard Roberts assumed the office of business agent and secretary-treasurer. He was the only paid representative of Local 366. The other officers were employees of Respondent. After assuming office, Roberts continued to visit Respondent's plant, carrying out various functions of the office, which included conferring with employees about problems arising under the collective-bargaining agreement, collecting dues, and observing the various areas of the plant in connection with checking on matters involving grievances and safety procedures. He also visited the premises for the purpose of receiving communications from Respondent pertaining to union business in connection with his participation in the credit union plan established by Respondent and for the purpose of posting notices on the bulletin board allotted to Local 366.

Prior to November 1963, Roberts received the following communications from Respondent:

Inter-Department Communication

To: Dick

From: Russ

Date: May 16, 1963

Some time ago we asked Building Trades Business Agents to be sure to stop at the Personnel Office and pick up a pink slip before going into the Plant. This is in line with our Administration Policy #19.

I am sure that you will not object to our making the same request of you.

Adolph Coors Company
Golden, Colorado

Mr. Richard G. Roberts
Local Union No. 366
714 12th Street
Golden, Colorado

June 12, 1963

Dear Mr. Roberts: The pink slip which is issued to you when you go into the Plant should be turned back to the Personnel Department. We are not attempting to merely make things inconvenient for you, so I think that it would be satisfactory to hand it to the guard as you leave. We shall appreciate your cooperation in this matter.

Sincerely,

ADOLPH COORS COMPANY
(S) Russell C. Hargis
RUSSELL C. HARGIS
Personnel Manager

The current collective-bargaining agreement between Local 366 and Respondent was effective on March 18, 1963. Respondent in its answer asserts that this agreement was entered into on or about April 19, 1963. These dates, considered with the dates of the two quoted written communications from Personnel Manager Hargis to Roberts, are relevant to Respondent's claim that the current agreement vests Respondent with a right to exclude Roberts from its plant.

Following the assassination of President Kennedy on November 22, 1963, a Denver newspaper article on Sunday, November 24, carried an article which included the following:

The Adolph Coors Co., Brewery in Golden will close Monday, except for essential production workers. Workers in doubt about whether to report on the job were urged to phone their supervisors.

On the day following the appearance of the newspaper article, Sunday, November 24, and the following day, Roberts received numerous complaints from employees because they were informed that they were required to work on November 25. Inasmuch as Roberts had not been advised by Respondent as to what was meant by essential production workers, he was in no position to illuminate the employees and union members who were complaining to him.

By the morning of Tuesday, November 26, Roberts had learned that substantially the entire production complement was required to work on November 25. On the morning of November 26, he was holding a meeting with Local 366 stewards and they also voiced complaints reflecting the dissatisfaction of the employees with respect to the manner in which Respondent had announced through the newspaper that all employees except essential workers would be excused from work, when in fact Respondent required substantially the entire production force to work on the national day of mourning. As a result of the discussion in the union meeting, Roberts, in the presence of the stewards of Local 366, called a Denver newspaper, and advised the newspaper that the Union felt that the way Respondent had acted was an unfair act on its part. Approximately 45 minutes after this telephone call, Roberts received a telephone call from Personnel Manager Russell Hargis, who informed Roberts that William Coors, Respondent's president, had been contacted by the same newspaper called by Roberts and that Coors was very angry and that Roberts was to be barred from Respondent's plant

forever. Nothing appeared in the newspaper concerning this complaint or grievance that Roberts voiced relative to the alleged unfair act on the part of Respondent.

On December 2, 1963, Roberts received the following communication from Respondent:

Adolph Coors Company

December 2, 1963

Mr. Richard Roberts
714 12th Street
Golden, Colorado

Dear Mr. Roberts: During our 1959 negotiations the Company and the Union agreed to drop language which permitted the union business agent the privilege of visiting the plant. Accordingly, you are hereby notified that you no longer have the privilege of visiting this plant.

All written communications which are addressed to you will be mailed to your office. If there are occasions when you feel that you should discuss a matter with me, you may call to make an appointment. In cases where Step B hearings must be held, in accordance with Section 25 of the agreement, arrangements will be made for your participation.

Sincerely,

ADOLPH COORS COMPANY
(S) Russell C. Hargis
RUSSELL C. HARGIS
Personnel Manager

On January 27, 1964, a meeting of International union officials and William Coors was held to discuss Respondent's action in barring Roberts from the plant. Also attending this meeting was Russell Hargis, personnel manager for Respondent, and Roberts himself. At this meeting Coors stated that Roberts had no right to call the newspaper and give them the story indicating Coors had, in effect, reneged on its commitment to observe the national day of mourning, and that it was not within Roberts' discretion to say who was and who was not essential. Roberts replied that his reason for telephoning the newspaper and stating it was unfair was because the article was misleading and caused confusion among the employees, and that Roberts believed that Respondent should have specified that only office, construction, and engineering employees would not be required to work on Monday, so as to avoid the misleading effect of the article, which left in doubt whether or not all or part of the production workers were going to work. Roberts testified the reason he informed the newspapers was because he hoped the Respondent would be sufficiently embarrassed that it would not repeat this type of action. At one point in the discussion, Hargis stated that Respondent was not questioning the conduct of Roberts while on the plant premises, and Roberts then raised the question as to the justification for barring him from the plant because of a situation which did not involve his visitation within the plant. Coors then stated that any individual who acted to put the Company in a bad light was considered by the Company to be an enemy of the Company and that the Company did not desire to have any enemies on the company property and that was the basis for Roberts being banned from the plant premises.

The upshot of this meeting was that Roberts continued to be barred from the plant and this situation persisted up until the date of the hearing in this matter. On one occasion, Hargis expressly invited Roberts to visit the plant premises for the purpose of evaluating a job rating for a new employee. This individual was employed to operate a switch engine which had recently been acquired by Respondent. A grievance procedure, in which Roberts was entitled to participate, was conducted in a hotel. Previously this type of proceeding was conducted on the company premises. Other union business has been conducted by interchange through telephone or mail, or meetings away from the plant.

The General Counsel contends additional events occurring on November 29, 1963, establish separate unlawful refusals to bargain. Prior to this date, Respondent and Local 366 had negotiated a pension plan as part of the 1963 contract negotiations. This plan was to become effective on approval by the Internal Revenue Service at which time the employees would make contributions retroactive to March 18, 1963, and Respondent would make matching contributions. The

negotiations with reference to this plan had been completed and executed by all parties on October 22, 1963. The Respondent, on November 29, still had not submitted this plan to the Internal Revenue Service. Prior to November 29, Coors has sought agreement from Roberts to change the negotiated agreement. Roberts insisted on adherence to the negotiated agreement.

It is against the background of this failure of Respondent to submit the negotiated plan to the Internal Revenue Service, the refusal of Roberts to agree to a change, and the barring of Roberts from the plant that the meeting occurred on November 29, 1963. The meeting was held on Respondent's premises and the individuals who attended the meeting were employees of Respondent and members of the executive board of Local 366. These individuals had no prior knowledge that the meeting was going to occur until they were summoned by Coors into his office. Coors advised those present that Roberts was intentionally excluded from the meeting. Coors advised the members of Local 366 executive board¹ that until his proposed change in the negotiated pension plan had been agreed to by the Union, he would not submit it to the Internal Revenue Service. Roberts, as previously indicated, was opposed to the change favored by Coors.

At this meeting, Coors also stated that he was opposed to including a union-shop provision in any further contract, and also used violent language, being highly critical of Roberts' action as a union representative. At this meeting, Coors, referring to Roberts, stated that it was too bad Local 366 had someone representing it who was continually causing confusion and disrupting relations between the union and management, and after stating that Roberts was specifically not invited to the meeting, went on to relate ". . . I did not want this man on this plant or on the premises at any time" and ". . . it's a damn good thing he didn't get in here because, if I would have seen him, I might have tore him limb from limb."

November 29 was the first occasion on which the executive board members had ever met with the representatives of Respondent to discuss union matters without the presence of their secretary and business agent.

B. Discussion and concluding findings

In its answer Respondent, in addition to a denial as to commission of unfair labor practices, asserts affirmative defenses.

Respondent cites section 29 of the collective-bargaining agreement which was effective as of March 18, 1963, and executed on April 19 of that year.

Section 29. ENTIRE AGREEMENT.

(a) Neither the Employer nor the Union shall be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, neither the Employer nor the Union is bound by any past practices of the Employer or the Union or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement. However, past practice may be relied upon by either party to explain the meaning of any provision of this Agreement which may be ambiguous.

(b) The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the Employer nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

As its second affirmative defense, Respondent, in addition, cites Section 23 of the same agreement.

Section 23. RIGHTS OF MANAGEMENT.

Except as otherwise specifically provided in this Agreement, the Employer has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance or arbitration provisions of this Agreement.

¹ The setting in which the meeting occurred and its genesis indicated the individuals who were members of the Local 366 executive board attended in the capacity of employees of Respondent rather than representatives of Local 366. The characterization of these individuals as members of the executive board is done as a matter of convenience to distinguish them from other employees of Respondent.

Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes . . .

* * * * *

18. The administration of discipline and the control and use of the plant property material, machinery or equipment.

* * * * *

It is agreed that the enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not specifically enumerated above.

For its third affirmative defense, Respondent alleges that the collective-bargaining agreement executed in 1957 contained a provision permitting plant visitation by the representative of Local 366, and International representatives, and that the agreement of March 1959 did not contain such an agreement. In connection with this defense, Respondent quotes from the 1959 agreement.

Section 23. RIGHTS OF MANAGEMENT.

Except as otherwise specifically provided in this Agreement, the Employer has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance or arbitration provisions of this Agreement.

Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes . . .

* * * * *

18. The administration of discipline and the control and use of the plant property, material, machinery or equipment.

* * * * *

It is agreed that the enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not specifically enumerated above.

Section 29. ENTIRE AGREEMENT

The union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the Employer nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

After motion of General Counsel to amend the complaint was granted, counsel for Respondent asserted as another affirmative defense that the union bargaining representatives had waived any right the union might have for its agents to enter the plant premises. Even assuming that the above asserted defenses vest by contract a right in Respondent to bar the union business agent from its premises, the letters of Respondent dated May 16, 1963, and June 12, 1963, written to Roberts, are subsequent written acknowledgments that Roberts had a function as a representative of the employee on the plant premises.

The communication of May 16, 1963, from Personnel Manager Hargis to Roberts establishes that business agents of the Building Trades Union had occasions to visit the premises of Respondent.

Whether or not the communications of May 16 and June 12, 1963, from Respondent to Roberts acknowledging the continuation of the custom of Local 366 business agents visiting the premises together with Roberts acquiescence to the terms for visitation spells out an offer and an acceptance and creation of a unilateral contract is not determinative of the issue presented here. The overriding issue is whether Respondent has violated the Section 7 rights of its employees.²

With respect to Respondent's contractual right to bar Roberts from its premises, it is clear that the actions of Respondent as reflected by the communications of May 16 and June 12, 1963, subsequent to the execution of the extant 1963 agree-

² Insofar as pertinent, Section 7 provides: "Employees shall have the rights of self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. . . ."

ment, reflect an interpretation on the part of Respondent that the 1963 agreement was not designed to prevent plant visitations by the business representative of Local 366. Consequently, it is found that if there was not a contract in effect permitting Roberts to visit the plant on November 29, 1963, at the very least there was no contractual right given Respondent by Local 366 or the International to bar the business agent from its premises. In this posture of events, the next question is whether the action of Respondent in barring Roberts from its plant infringed on employees rights guaranteed by the Act.

The events cited above make it clear that Respondent's prohibition of Roberts' right to visit the plant inhibited his effective servicing of the collective-bargaining agreement and made it impossible for him to carry out the functions previously exercised on Respondent's premises as enumerated above. As a further indication of the inhibiting effect of barring Roberts, it is observed that the bargaining agreement contains implied rights for plant visitation. Section 25(b) requires the presence of the business agent at the second step of a grievance procedure. In order to effectively and intelligently represent a grievance where the grievance was concerned with the operations of equipment or the performance of work, it is manifest that it would be necessary in the ordinary case for the business agent to personally inspect the premises, operation, or equipment that might be involved in the grievance.

After the pattern of plant visitations which Roberts frequently made, the action of Respondent in barring him from the premises would have the likely effect of creating an image among the union members that he was an ineffectual representative. The situation, in this case, is exacerbated by the continuation of visitation to the plant premises by representatives of other unions. The castigation of Roberts by Coors as a troublemaker and a disruptive element in the relations between Respondent and Local 366, coupled with the statement that he did not want Roberts in the plant at any time, clearly established Roberts as, *persona non grata* to Respondent and hence an ineffective individual to represent the union members in dealing with Respondent. This activity by Respondent eliminates Roberts as a candidate on equal terms with others to represent Local 366 and would be a major handicap to Roberts in seeking reelection. This action virtually amounts to Respondent dictating to Local 366 who its representative should not be. It is well established that such conduct is violative of Section 8(a)(1) and (5) of the Act. *Deeco, Inc.*, 127 NLRB 666.

Turning now to the asserted justification of Respondent for barring Roberts from the plant premises, the record establishes that William Coors, president of Respondent, characterized Roberts as an enemy of Respondent because he had telephoned a newspaper expressing the opinion that Respondent had not been fair with the employees. Reference to the newspaper article which recites that only essential employees would be required to work, suggests ample room for differences of interpretation. In this matter, assuming that Coors was acting in good faith, he and Roberts interpreted the newspaper article differently. Because Roberts, in order to avoid a repetition of this type of publicity, which caused confusion among the union membership, decided to advise a newspaper that, in his opinion, the company was not acting fairly, he was regarded as an "enemy of the Company." The strength of Coors' feelings is reflected in his statement at the meeting of November 29 when he stated that if Roberts appeared on the premises he might have "torn him limb from limb." Respondent's concept of relations with the union is that if a union representative does not agree with Coors he is regarded as an enemy. By way of analogy, if after negotiations in which an agreement was not reached, Roberts had given a press interview, saying that he thought the Respondent's position was unreasonable, it would parallel in substance the advice that he gave to the newspaper in this case. Obviously, collective bargaining would be impossible on a give-and-take basis if Respondent required that Roberts, or any business agent of Local 366 agree with Respondent or be regarded as an enemy. Accordingly, the action of Respondent in barring Roberts from the plant premises is not justified by any contractual right of Respondent and is clearly contrary to the requirements of the Act, which envisage that a representative of the employees be free from intimidation and reprisal when such representative voices a statement of position or opinion affecting the employees which may be in disagreement with the opinion of the employer. In these circumstances, the prohibition directed against Roberts directly affects the rights of the employees to have their representatives on the premises to service the collective-bargaining contract and to carry on the normal functions of a representative as other union agents were permitted to do by Respondent.

In summary, it is found that the action of Respondent in prohibiting access to the plant premises by Roberts was an intrusion on the employees right to have and select an effective representative not dominated by Respondent. It does not require a great deal of imagination to envisage that in the event of a union election for a business representative a consideration against selecting Roberts would be that he was *persona non grata* to Respondent and that the self-interest of the employees would likely influence them in selecting their only full-time paid representative, and might likely result in a rejection of Roberts, by the union membership. In addition, the exclusion of Roberts had the immediate effect of making it manifest to the employees of Respondent that to some extent the services of their only paid representative was denied to them by Respondent and to this extent denied them the rights guaranteed by Section 7 of the Act.

The November 29 Meeting

The action of Respondent's president, William Coors, in calling a meeting of employees who also comprised the membership of the Local 366 executive board, to inform them that Roberts was excluded from the meeting and that he would not submit to the Internal Revenue a negotiated pension agreement unless it was changed, and stating to the employees that he did not intend to execute any further agreement containing a union-security provision, represents a flagrant disregard of collective-bargaining obligations and constituted, under the circumstances, a bypassing of the appropriate union representative. Roberts had opposed any change in the executed pension agreement. No previous meeting had ever been held in connection with the union negotiations without the business agent being present. The members of the executive board were employees of Respondent summoned to President William Coors' office during working hours. It has been found that they attended this meeting in the capacity of employees rather than as representatives of Local 366. It would be incongruous, in this context, to regard the individuals so summoned as being in a position to adequately represent the interest of the members of Local 366.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with the operations of Respondent 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

It having been found that Respondent has engaged in unfair labor practices violative of Section 8(a)(1) and (5) of the Act, it will therefore be recommended that Respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. In order to rectify the effect of Respondent's unfair labor practices it is necessary that Respondent be ordered to restore Roberts to the right of plant visitation existing prior to November 29, 1963. Inasmuch as the attitude of Respondent as reflected by this record borders on contempt of the collective-bargaining process a broad cease-and-desist order will be recommended.

CONCLUSIONS OF LAW

1. Respondent is an employer within the meaning of the Act.
2. Respondent is engaged in commerce within the meaning of the Act.
3. International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America, AFL-CIO, Local 366, is a labor organization within the meaning of the Act.
4. By barring Business Agent Roberts from visiting its premises and by negotiating with employees while excluding Roberts from the negotiations, Respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed them in Section 7 of the Act, thereby violating Section 8(a)(1) and 8(a)(5) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

[Recommended Order omitted from publication.]