

APPENDIX B

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to carry out the policies of the National Labor Relations Act, as amended, you are notified that:

WE WILL NOT discourage membership in Amalgamated Clothing Workers of America, AFL-CIO, or any other union, by harassing our employees, by forcing them to leave, or by otherwise discriminating against them in regard to their hire or tenure of employment or any of their working conditions.

WE WILL NOT question our employees about their own or other employees' union sympathies, affiliations, or activities in a manner constituting interference, restraint, or coercion.

WE WILL NOT order, solicit, direct, or urge our employees to spy upon or inform us about the union sympathies, affiliations, or activities of their fellow employees.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist unions, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from such activities, except to the extent that such right may be affected by an agreement requiring union membership as a condition of employment, as authorized in Section 8(a)(3) of the National Labor Relations Act, as amended by the Labor-Management Reporting and Disclosure Act of 1959.

WE WILL offer Willie Fay Carel immediate and full reinstatement to her former or a substantially equivalent job, without prejudice to her seniority or other rights and privileges previously enjoyed, and make her whole for any loss of pay suffered because of the discrimination against her, with 6 percent interest.

All our employees are free to become or remain, or refrain from becoming or remaining, members of any union, except to the extent permitted by Section 8(a)(3) of the National Labor Relations Act, as amended.

NOTE—If Willie Fay Carel should be currently serving in the Armed Forces of the United States, we will notify her of her right to full reinstatement after discharge from the Armed Forces, upon application, in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948.

SPRINGFIELD GARMENT MANUFACTURING COMPANY,  
*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.

Questions concerning this notice or compliance with its provisions may be directed to the Board's Regional Office, 1200 Rialto Building, 906 Grand Avenue, Kansas City, Missouri, Telephone No. Baltimore 1-7000, Extension 731.

**Western Meat Packers, Inc. and Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL-CIO**

**Western Meat Packers, Inc. and Keith Warenski.** *Cases Nos. 27-CA-1603 and 27-CA-1629. June 1, 1965*

DECISION AND ORDER

On January 29, 1965, Trial Examiner William E. Spencer issued his Decision in the above-entitled proceeding, finding that the Respond-  
152 NLRB No. 113.

ent had engaged in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Decision. Thereafter, the Respondent filed exceptions to the Decision and a supporting brief, and the General Counsel filed a brief in support of the Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel [Members Fanning, Brown, 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 Decision, the exceptions and briefs, and the entire record in the case, 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 National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, and orders that Respondent, Western Meat Packers, Inc., Grand Junction, Colorado, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.<sup>1</sup>

<sup>1</sup>The telephone number for Region 27 given below the signature line at the bottom of the Appendix attached to the Trial Examiner's Decision, is amended to read: 534-4151, Extension 513

### TRIAL EXAMINER'S DECISION

#### STATEMENT OF THE CASE

This proceeding, with all parties represented, was heard before Trial Examiner William E. Spencer in Grand Junction, Colorado, on October 27 and 28, 1964, upon a consolidated complaint of the General Counsel of the National Labor Relations Board, the latter herein called the Board, dated August 31, 1964, and the duly filed answer of Western Meat Packers, Inc., the Respondent herein. The consolidated complaint (based on a charge in Case No. 27-CA-1603 filed by Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL-CIO, on May 11, 1964, and a charge in Case No. 27-CA-1629 filed by Keith Warenski, an individual, on June 22, 1964) alleged in substance that the Respondent, in violation of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, herein called the Act, discharged its employee, Keith Warenski, because of his union and concerted activities, and engaged in other specified conduct violative of Section 8(a)(1) of the Act.

Upon the entire record in the case, after consideration of briefs filed with me by the General Counsel and the Respondent, respectively, and upon my observation of the witnesses, I make the following:

#### FINDINGS OF FACT

##### I. THE BUSINESS OF THE RESPONDENT

Respondent, a Colorado corporation, at all times material herein has maintained its principal office, plant, and place of business in Grand Junction, Colorado, where it is engaged in the processing, sale, and distribution of meat and meat products. During the past year in the course and conduct of its Grand Junction, Colorado, operations, it processed, sold, and distributed products valued in excess of \$50,000,

of which products valued in excess of \$50,000 were shipped from said location directly to States of the United States other than Colorado.

## II. THE LABOR ORGANIZATION

Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL-CIO, hereinafter called the Union, is a labor organization within the meaning of the Act.

## III. THE UNFAIR LABOR PRACTICES

### A. *The discharge of Warenski and matters preceding it*

On April 21, 1964, some 20 of Respondent's employees attended a union meeting, apparently the first of a series of organizational meetings conducted by the Union. On the following day, in the plant, employee Earl Von Brug was interrogated by Respondent's secretary, Fred Pahler, about the meeting, whether he had attended it, and what other employees were present.<sup>1</sup> On the same day Plant Manager Clarke asked employee Robert Campbell if he had signed a union card, and continued his questioning until Campbell admitted that he had signed a card. Also, on the morning following the union meeting, Respondent's owner, Melvin Bruchard SeEVERS, confronted Foreman Henry H. Davis with the statement that employees in Davis' department had attended the meeting, and "if they signed the union papers" he was going to fire every one of them. On other occasions, according to Davis, SeEVERS said that any employee belonging to a union or associated with getting others in a union would be fired, and he would get all the other evidence he could to use as reason for firing them.<sup>2</sup>

In the period immediately following the April 21 meeting, employee James Martinez and others were active in the Union's organizational drive. On one occasion Martinez approached Foreman Fred Velasquez and asked him to sign a union card. In the course of the conversation which ensued Martinez applied an uncomplimentary epithet to Velasquez for wanting union benefits while refusing to stand up and be counted when the Union needed his help. Later on that same day, Plant Manager Clarke accused Martinez of intimidating another employee while soliciting signatures to union cards. An argument ensued and culminated when Clarke told Martinez that he was fired. When Martinez called for his check, Office Manager John Burns asked him what had happened. As a result of Burns' intervention, Clarke called in Velasquez who, when confronted by Martinez, backed down. When Martinez' version of his conversation with Velasquez was corroborated by a bystander, his discharge was rescinded.

<sup>1</sup> While Pahler exercised no supervisory function as that term is generally applied, as Respondent's secretary he was also a member of Respondent's board of directors, this board being comprised of its officers. It appears to me that regardless of work performed in the plant, his proper and natural identification would be with management. I am therefore unable to regard his interrogations as merely questions asked by one rank-and-file employee of another.

<sup>2</sup> The above findings are based on credited testimony of Von Brug, Campbell, and Davis, denied specifically or in general terms by Pahler, Clarke, and SeEVERS. This much of the testimony of General Counsel's witnesses was clear and convincing. No reliance has been placed on further testimony of Von Brug and Campbell because of the hesitancy, backtracking, and confusion with which it was given. It may very well be that these employees, still in Respondent's employ, were diluting their testimony, consciously or not, so as to give as little offense to management as possible. Be that as it may, I do not feel justified in basing findings independently of their testimony on their prehearing affidavits when those affidavits were given only a short while prior to the hearing itself. Davis, discharged by the Respondent on September 25, 1964, was an uneasy witness, nervous in his address, and confused on cross-examination with respect to certain dates on which he gave prehearing affidavits to Board agents. There are portions of his testimony which I am unable to credit. His testimony with respect to antiunion statements made to him by Respondent's owner, SeEVERS, denied only in general terms by the latter, was, however, clear and convincing; I do not believe he was guilty of outright fabrication. At the time these statements were made SeEVERS probably considered him an ally in his opposition to the Union's organizational drive, as perhaps he was, but no contention having been made by any party that foremen such as Davis were supervisors within the meaning of the Act, and no evidence offered such as would establish supervisory status, the statements must be regarded as having been made to an employee, as that term is defined in the Act.

On May 26, 1964, Respondent and the Union executed a settlement agreement in Case No. 27-CA-1603, approved by the Board's Regional Director, in which the Respondent agreed, *inter alia*, to post notices that "it would not in any manner interfere with, restrain, or coerce its employees in the exercise of their rights under the Act."

On June 19 the Respondent discharged its employee, Keith Warenski, and because of this discharge, alleged by the General Counsel to have been discriminatory and violative of the Act, the Board's Regional Director set aside the settlement agreement of May 26.

On or about May 22 Warenski asked Foreman Davis to sign a union card. This occurred during the lunch break, and other employees were nearby and overheard all or a portion of what was said. Davis refused to sign, and said he preferred to bargain for himself. Warenski asked Davis if he had ever worked in a union plant and when Davis replied in the affirmative, saying that he was a union member himself at the time, Warenski asked him if production was not better in union plants than it was in here. Davis agreed that it was. Warenski suggested that if Davis did not sign up now he might later on be blackballed from becoming a union member.

On June 19, Plant Manager Clarke visited the floor where Warenski was working several times, and talked to Foreman Velasquez. Warenski asked Velasquez what Clarke wanted and Velasquez replied that Clarke wanted production speeded up. According to Respondent's credited witnesses, Respondent was concerned with production at that time and was seeking ways to improve it. After Clarke's last visit to the area on that day, Velasquez told Warenski that he was to punch out as soon as his part of the job was finished. Others received the same instruction. Previous to this it had been customary for the employees in the department to punch in at the same time and then employees finishing their assigned work earlier than others would assist these others in finishing their work assignments, with the result that all employees punched out at the same time. Since the employees were paid on an hourly basis, if required to punch out as soon as they had finished their individual work assignments, some employees would get in less time than others and consequently would be paid less. Warenski protested to Velasquez, saying that he did not feel he should be required to punch out earlier than others unless the entire crew was "staggered" on reporting in so that everybody would wind up the day with the same number of hours. Velasquez told him he would have to see Clarke.

In the time remaining before the end of the work period, Warenski discussed the matter with a group of his fellow employees who agreed with him that this new system of punching out was unfair, and that the matter should be taken up with Clarke. Warenski was informally designated by these employees to approach Clarke in the matter. Shortly after he punched out, Warenski saw Clarke, said that he did not like punching out on his particular job when other employees continued to work, and suggested that Clarke make up a list of employees for the next work day, a Monday, with staggered times for both starting and quitting so that all the employees would work the same number of hours. According to Warenski, Clarke retorted that he was the manager, he was running that place, and Warenski was fired. No contention is made that the instructions for punching out made by Clarke on June 19 were directed against Warenski solely and individually, or were motivated by antiunion considerations. After June 19, however, the employees worked on the same basis as they had previously.

Warenski, after his encounter with Clarke, returned to the employees' dressing room and told them that he had just been fired. Then, accompanied by employees Jose Martinez and William R. McClellan, he went to the office to get his check. There Office Manager Burns gave him a slip of paper bearing Clarke's signature which said in effect that Warenski had approached Clarke and told him that he was tired of the way the killing floor was being run and was not going to put up with it any more. After reading this Warenski, accompanied by Martinez, entered Clarke's private office where the latter was talking to Foreman Davis. Warenski tossed the paper on Clarke's desk and told him, "This wasn't the reason I was fired." Clarke said it was and an argument ensued, during which Warenski, losing his temper, told Clarke, "I better not catch you uptown." Springing to his feet, Clarke replied, "Are you threatening me? Now I'm really going to hang you," or words to that effect. Clarke then instructed Burns to bring in a paper that he had previously discussed with Burns. Clarke told Martinez to leave but Warenski said he wanted a witness and Martinez stayed. Burns shortly came into the office with a statement signed by Foreman Davis. The statement, dated May 22, said in effect that Warenski had asked Davis to sign a paper to get the Union in the plant and when he, Davis, refused, said in front of all the kill floor employees, "As long as you will not help us get in the union—then we are not going to put out production—your production is going to get less and less."

Warenski admitted having solicited Davis to sign up with the Union but denied the latter part of the statement having to do with a slowdown in production. Davis remained firm in his accusation. Martinez corroborated Warenski. No other employees were called in on the matter. Warenski's discharge stood.

Respondent's statement to the job insurance benefits division of the Colorado State Department of Employment, gave as the reason for Warenski's discharge. "Insubordination . . . Keith Warenski approached the plant manager, John Clarke, and told him that other employees on the killing floor were getting more overtime than he was. Clarke told Warenski that it was none of his business how the floor was being run. Warenski replied that he was not going to put up with it any longer. Clarke then sent Warenski to the office."

Warenski's statement to the same State agency read:

John Clark approached the forman [sic] and told him to have the employees punch out for their shift as their job was finished. The foreman told me to do this but did not notify any one else. After changing clothes I approached Clark and told him I did not feel this was fair, I suggested that since it was Friday a list be made out so that on Monday morning there wouldn't be the same mix-up, so that on Monday morning they could start staggering crews, so that everyone would get the same number of hours per shift at the end of each day. If this was worked out everyone would get approximately the same number of hours per week. In other plants in which I have worked this system has worked out satisfactorily for all concerned. He [Clark] said he was the manager of the place, he was running it, and I was fired.

The State agency denied Warenski job insurance benefits on the ground that "the worker is basically responsible for the separation."

Clarke testified concerning the circumstances of the discharge that after instructing Velasquez on June 19 that the employees on the kill floor were to punch out individual on finishing their respective work assignments, Velasquez reported back to him that Warenski refused to punch out. Velasquez, though testifying for the Respondent, did not testify in corroboration of Clarke that Warenski refused to punch out, not being questioned on the point. Clarke further testified that Warenski approached him and said that he did not like the way he, Clarke, was running the plant and therefore, he, Warenski, "wasn't going to put up with it." Thereupon, according to Clarke, he told Warenski the latter didn't "have to put up with it," and instructed Burns to make out Warenski's check. Concerning the later encounter with Warenski in his office, Clarke testified that when Warenski denied what was written on his discharge slip, he replied, "Keith, that's just what you told me right in front of the smoke house." Warenski then threatened him, after which he, Clarke, called Burns in to read the statement previously given by Foreman Davis. There was further testimony by Clarke and Velasquez concerning Warenski's uneven work performance and contemptuous conduct which I find it unnecessary to relate in detail inasmuch as nothing was said of it at the time of Warenski's discharge, or in Respondent's statement to the Colorado State Department of Employment, and because there is no evidence that it entered into the discharge decision itself.

#### B. Concluding findings

Warenski, in his report to the State Department of Employment, was mistaken in saying that his foreman told him but no one else to punch out on June 19, inasmuch as this was a general order which applied to all employees in the department, but otherwise this statement is consistent with the facts developed in this proceeding. It may very well be that he felt personally aggrieved on receiving these instructions from Velasquez but I do not credit Clarke's uncorroborated testimony that he actually refused to punch out as instructed. He decided to protest this new system of punching out, and he was not alone in this. His fully corroborated testimony establishes that other employees shared his grievance and that he was informally designated to carry their joint protest to Clarke. His action in doing so was clearly protected concerted activity and his suggestion, if no more, that the working hours be staggered in a manner which would enable all employees in the department to draw the same wage, indicated that he was not speaking for himself alone but for all the employees. I am unable to credit Clarke's version of the conversation in which this suggestion was made. It is true that Warenski had been critical of the way the plant was being run, and some of this criticism may very well have come to Clarke's notice, and I incline to the view that Warenski was something of a "know-it-all" when it came to

plant procedures, but I do not believe that he threw down the gauntlet to Clarke and told him, as Clarke testified, that he "wasn't going to put up with" the way Clarke was running the plant. At the least he would have conveyed his suggestion for staggering hours so as to keep all the employees on the same pay footing, but none of this appears in Clarke's testimony on what was said.

It further appears that while Clarke in his initial move to discharge Warenski relied on statements made to him by Warenski after the latter had received his instructions for punching out, the discharge as finally effectuated rested on additional grounds; i. e., the statement given earlier by Foreman Davis. The very fact that Clarke called for this statement to back up his discharge action, is indicative of uneasiness on his part that grounds previously stated for the discharge would stand up under scrutiny, and while Office Manager Burns may have had no direct authority in the matter of discharges, it was his intervention that caused rescission of the earlier discharge of employee James Martinez. Be this as it may, Warenski's discharge cannot reasonably be considered as resting on circumstances wholly apart from the encounter with Foreman Davis in Clarke's office. It was with Davis' statement that Clarke was going to "hang him," and this makes no sense unless Clarke meant that he was relying on Davis' statement to make the discharge stick. In fact, the whole business of having Foreman Davis confront Warenski with the former's written accusation makes no sense if Clarke, entirely apart from this and without any reliance on it, had reached his final discharge decision.

Warenski's testimony on what he actually said to Davis is fully corroborated by other employees, as Davis' testimony is not. According to Davis' own statement, Warenski made his remarks in the presence of other employees. Respondent called none of these employees to testify in corroboration of Davis' accusal. I accept Warenski's testimony and find that he did not threaten nor suggest a slowdown if the plant did not go union, and that Davis misconstrued his remarks about production being better in union plants. Davis, an excitable individual, may not have understood the true import of Warenski's remarks, or, mindful of Seever's threat to fire anyone in his department who went union, he may have deliberately misconstrued those remarks in order to protect his position with management. The fact is that no such remarks as reported by Davis to management were made by Warenski. Warenski's efforts to get Davis to sign up for union representation occurred during the lunch period and were in this and all other respects a legitimate exercise of his right under the Act to engage in union activities. It makes no difference whether he was at the time a member of the Union, some other union, or no union at all. He had a protected right to solicit for union representation on his own time. His remark to Davis that the latter might be blackballed from union membership if he did not sign up at once, a remark which might reasonably be construed as a threat, was not heard by Davis or did not register with the latter, for Davis made no report to management of such a statement having been made and there is no evidence that management at any time prior to the discharge had knowledge of it. It therefore could not have provoked the discharge or entered into it.

I find that the Respondent discharged Warenski because of his concerted and union activities<sup>3</sup> in violation of Section 8(a)(1) and (3) of the Act.<sup>4</sup>

Warenski's discriminatory discharge was in violation of the terms of the settlement agreement of May 26, 1964, and, accordingly, it constitutes no bar to findings based on statements and conduct predating its execution. Accordingly, it is further found that in violation of the Section 8(a)(1) of the Act, the Respondent interrogated its employees in an unlawful manner concerning their attendance at union meetings and other union activities, and threatened its employees with discharge if they became affiliated with or assisted the Union.

#### 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 the Respondent as described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

<sup>3</sup> The findings of the Colorado State Department of Employment are entitled to and are accorded our respect, but for obvious reasons have no binding force on this agency.

<sup>4</sup> Were it found that Warenski was discharged solely for concerted activities, the remedy with respect to reinstatement and backpay would be the same.

## V. THE REMEDY

Having found that Respondent unlawfully discharged Keith Warenski, I shall recommend that it offer him immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges.

It is further recommended that Respondent make said Keith Warenski whole for any loss of pay suffered by reason of the discrimination against him by payment to him of a sum of money equal to that amount of wages he would have earned, but for said discrimination, from the date of the discharge, to the date he is offered reinstatement, together with interest thereon. *Isis Plumbing & Heating Co.*, 138 NLRB 716. The loss of pay shall be computed in accordance with the formula and method prescribed by the Board in *F. W. Woolworth Company*, 90 NLRB 289.

The nature and scope of Respondent's violations of the Act are such as to require a broad cease-and-desist order commensurate with the potential threat of further violations.

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

## CONCLUSIONS OF LAW

1. The Respondent is, and has been at all times material, an employer within the meaning of Section 2(2) of the Act, and is and has been engaged in commerce and a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Union is, and at all times material has been, a labor organization within the meaning of Section 2(5) of the Act.

3. By discriminating in regard to the hire and tenure of employment and the terms and conditions of employment of Keith Warenski, thereby discouraging membership in the Union, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.

4. By the aforesaid discriminatory discharge, by questioning its employees in an unlawful manner concerning their union affiliation and activities, and by threatening them with discharge if they joined or assisted the Union, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

5. The aforesaid labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

## RECOMMENDED ORDER

Upon the entire record in the case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, it is hereby ordered that Respondent, Western Meat Packers, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in the Union, or any other labor organization of Respondent's employees, by discharging or in any other manner discriminating against any individual in regard to his hire or tenure of employment or any other term or condition of employment, except as authorized by Section 8(a)(3) of the Act.

(b) Interrogating in an unlawful manner its employees concerning their union affiliation and activities, threatening them with discharge if they join or assist the Union, or any other labor organization, and in any other manner interfering with, restraining, or coercing its employees in the exercise of rights under Section 7 of the Act.

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

(a) Offer Keith Warenski immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay suffered by him as described in the section of this Decision entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or 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 analyze the amount of backpay due.

(c) Notify the above-named employee if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

(d) Post at its offices in Grand Junction, Colorado, copies of the attached notice marked "Appendix."<sup>5</sup> Copies of this notice, to be furnished by the Regional Director for Region 27, shall, after being duly signed by a representative of Respondent, be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that such notices are not altered, defaced, or covered by other material.

(e) Notify the aforesaid Regional Director, in writing, within 20 days from the date of this Decision, what steps Respondent has taken to comply therewith.<sup>6</sup> Unless Respondent so notifies the said Regional Director, it is recommended that the Board issue an Order requiring Respondent to take the aforesaid action.

<sup>5</sup> If this Recommended Order is 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. If the Board's Order is enforced by a decree of a United States Court of Appeals, the notice will be further amended by the substitution of the words "a Decree of the United States Court of Appeals, Enforcing an Order" for the words "a Decision and Order."

<sup>6</sup> If this Recommended Order is adopted by the Board, this provision shall be modified to read: "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 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 NOT discourage membership and activity in Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 634, AFL-CIO, or in any other labor organization of our employees, by discriminating in any manner in regard to hire, tenure, or any other terms or condition of employment.

WE WILL NOT interrogate our employees in an unlawful manner concerning their union affiliation and activities, threaten them with discharge if they affiliate with or assist a labor organization, or in any other manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form labor organizations, to join or assist the above-named or any other labor organization, 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, or to refrain from engaging in any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment in conformity with Section 8(a)(3) of the Act.

WE WILL offer Keith Warenski immediate and full reinstatement to his former or substantially equivalent position, without prejudice to any seniority or other rights and privileges, and make him whole for any loss of pay suffered as a result of the discrimination against him.

All our employees are free to become or remain, or to refrain from becoming or remaining, members of the above-named or any other labor organization.

WESTERN MEAT PACKERS, INC.,  
*Employer.*

Dated..... By.....  
(Representative) (Title)

NOTE.—We will notify the above-named employee if presently serving in the Armed Forces of the United States of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

This notice must remain posted for 60 days from the date hereof, 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 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.