

**American Beef Packers, Inc. and Arthur L. Morgan Union.** Case 17-CA-4542

November 2, 1971

**DECISION AND ORDER**

BY MEMBERS FANNING, JENKINS, AND  
KENNEDY

On July 21, 1971, Trial Examiner Paul Bisgyer 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 copy of the Trial Examiner's Decision attached hereto. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision and a supporting brief.

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.

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 and brief, 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 adopts as its Order the recommended Order of the Trial Examiner and hereby orders that American Beef Packers, Inc., Omaha, Nebraska, 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**

PAUL BISGYER, Trial Examiner: This proceeding, with all the parties represented, was heard on May 20 and 21, 1971,

<sup>1</sup> The complaint is based on original and amended charges filed by the Union on January 14 and February 24, 1971, copies of which were duly served on the Respondent by registered mail on January 14 and February 25, 1971, respectively.

<sup>2</sup> Section 8(a)(1) of the Act makes it an unfair labor practice for an employer "to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7." Insofar as pertinent, Section 7 provides that "[e]mployees shall have the right to 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

at Omaha, Nebraska, on the complaint of the General Counsel, issued on March 5, 1971,<sup>1</sup> as amended at the hearing, and the amended answer of American Beef Packers, Inc., herein called the Respondent or Company. Litigated in this case is the question whether the Respondent, in violation of Section 8(a)(5) and (1) of the National Labor Relations Act, as amended,<sup>2</sup> failed to perform its bargaining obligation owing to Arthur L. Morgan Union, herein called the Union, the employees' conceded bargaining representative, by refusing to process and discuss with the Union three grievances submitted to the Company pursuant to the parties' collective agreement; unreasonably delaying consideration of eight other grievances; and refusing to furnish certain information requested by the Union. Decision was reserved on the Respondent's motion to dismiss the amended complaint made and argued at the close of the hearing. Briefs were subsequently received from the General Counsel and the Respondent. As discussed below, I find merit in the unfair labor practice allegations of the amended complaint and accordingly deny the Respondent's motion.

Upon the entire record,<sup>3</sup> and from my observation of the demeanor of the witnesses, and with due consideration being given to the arguments advanced by the parties, I make the following:

**FINDINGS AND CONCLUSIONS**

**I. THE BUSINESS OF THE RESPONDENT**

The Respondent, an Iowa corporation, is engaged at its various plants in several States in the slaughtering, processing and wholesale distribution of meat and meat products. Only the Omaha, Nebraska, plant is involved in this proceeding. In the course and conduct of its business operations, the Respondent annually sells and ships products valued in excess of \$50,000 to customers located outside Nebraska. It also annually purchases goods exceeding \$50,000 from suppliers located outside the State.

The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

**II. THE LABOR ORGANIZATION INVOLVED**

It is admitted that the Union is a labor organization within the meaning of Section 2(5) of the Act.

purpose of collective bargaining or other mutual aid or protection. . . ."

Section 8(a)(5) makes it an unfair labor practice for an employer "to refuse to bargain collectively with the representatives of his employees" designated by a majority of them in an appropriate unit."

<sup>3</sup> By motion attached as an appendix to his brief which was duly served upon the parties, the General Counsel requests that the transcript of testimony be corrected in certain respects. No objection having been received, the motion is granted and the transcript is accordingly ordered to be corrected.

### III. THE ALLEGED UNFAIR LABOR PRACTICES

#### A. *Alleged Refusal to Process Grievances*

##### 1. The facts

Since April 15, 1968, the Union has been the exclusive representative of the Respondent's employees. In effect at the time of the events herein was the collective-bargaining contract the parties executed effective from April 18, 1968, to April 18, 1971.<sup>4</sup> This contract provided for a three-step procedure for the processing and handling of grievances of the "union or any individual employee . . . pertaining to the violation of the Agreement, or violations of employees' working conditions. . . ." Pursuant to these provisions, the Union submitted to the Respondent between November 11, 1970, and January 12, 1971, 11 written grievances for adjustment. There is no question that these complaints were proper subjects for discussion under the contractual grievance procedure.

Not hearing from the Respondent with respect to eight grievances which were then pending undisposed,<sup>5</sup> the Union on December 18, 1970, sent a letter to the Respondent in which it sought the reason for the Respondent's failure to answer these grievances. As this letter was also ignored,<sup>6</sup> the Union's president, Arthur L. Morgan, wrote the Respondent on January 4, 1971,<sup>7</sup> complaining that its previously filed grievances had not yet been acted upon. The letter also called the Respondent's attention to the fact that

One of my Stewards was threatened by the Manager in front of me, that he would get even with him for turning in a Safety grievance concerning the Manager running around the plant with a knife in his hand. I want to know if this is going to be the policy of the Company, to threaten my Steward for turning in grievances and refusing to answer them. If so I am forced to take other action.<sup>8</sup>

Despite these reminders, the grievances went unanswered with the result that the Union on January 14<sup>9</sup> filed the unfair labor practice charge herein which was subsequently amended on February 24 to allege specifically, as violations of Section 8(a)(1) and (5) of the Act, the Respondent's failure to process grievances, as well as to furnish relevant information separately considered below.

It appears that the Respondent did not act on any of the grievances in question until after the filing of the amended charge. At the hearing, the Union conceded that on undisclosed dates seven grievances had been adjusted and

<sup>4</sup> See *American Beef Packers, Inc.*, 180 NLRB No 97, where the Board, in dismissing the complaint, found, among other things, that the Respondent did not violate Section 8(a)(1), (2), and (3) of the Act in recognizing and executing this contract with the Union

The appropriate unit is described in this contract, as follows

[A]ll production employees of American Beef Packers, Omaha Division, but excluding office clerical employees, salesmen, guards, truck drivers, helpers, shipping and receiving clerks, professional personnel, engineers, employees of independent contractors, and all management personnel on salary or hourly basis within the meaning of the Act

It was stipulated that excluded from this unit were the fabrication division employees who were subsequently covered by a separate agreement executed by the parties

<sup>5</sup> These were filed between November 11 and December 16, 1970.

that it was not presently pursuing an eighth one because the employee with which it was concerned was no longer in the Company's employ. However, according to the undisputed and credited testimony of Union President Morgan, the action on the resolved grievances was not taken within the time prescribed in the contract but was unnecessarily delayed for 30 to 60 days after submission. Moreover, Morgan credibly testified without contradiction that these responses were verbal and did not conform with past practices of reducing the Company's decision to writing and serving it on the Union within 2 or 3 days following the filing of a grievance.<sup>10</sup>

As for the remaining three grievances, it is contended that they have neither been processed by the Respondent nor otherwise explored or discussed with the Union. The first of these grievances was filed on December 7, 1970, by Steward K. L. Morgan, the union president's son, complaining that safety precautions were still being violated by employees and management "walking around on the kill floor with knives in their hands." To be sure, this was not a new problem. On prior occasions, the Union had filed similar grievances and had discussions with the Company with the view of rectifying this situation. As a result, the Company had posted notices in the plant warning employees to refrain from walking around in the plant with unsheathed knives or risk being disciplined for infraction of this safety precaution. However, this warning apparently went unheeded and, in fact, it appears that it was Plant Manager Wade's conduct in this respect that prompted Steward Morgan to file the grievance in question. Undoubtedly, the Union's objective in filing this grievance was to secure more effective enforcement of this safety measure. Displeased that the grievance was directed against him, Wade threatened Morgan "to get even with him the first chance he got."<sup>11</sup>

Not surprisingly, Wade's threat caused the Union to file the second unresolved grievance on December 9. In it the Union protested that the plant manager "threatened to get even with" a union steward who had turned in a safety grievance against the plant manager who "was guilty of endangering the lives of the people by walking around with a knife in his hand." It was urged that such threats to stewards and dangerous practices must be stopped.

The third grievance in question was filed by the Union on January 12 and involved a reduction in pay suffered by a steward, Henry Brooks, when he was recalled to his former

<sup>6</sup> Two additional grievances were filed in the interim—one on December 21 and the other on December 29

<sup>7</sup> Unless otherwise indicated, all subsequent dates refer to 1971

<sup>8</sup> No claim is made that such threats for filing grievances violated the Act Cf *Gateway Transportation Company*, 190 NLRB No 26

<sup>9</sup> By this time the eleventh grievance here involved had been submitted to the Respondent

<sup>10</sup> In step I of the grievance procedure the employee's immediate supervisor was required to give his answer within 7 days after the grievance was submitted. Step II specifically required a written answer from the plant superintendent in 5 days, while step III imposed no time limitation for the plant manager to respond

<sup>11</sup> According to the undisputed testimony of Union President Morgan, the opportunity "to get even" presented itself the next day when his son arrived 10 minutes late for work and was given a 3-day disciplinary layoff.

job as "utility man" on the kill floor about a month after the termination of a strike.<sup>12</sup> This grievance brought at least partial relief about 3 weeks later when the Respondent restored Brooks' former wage rate without, however, reimbursing him for the lost backpay. Admittedly, no separate grievance was filed for backpay, although the Union insists that reimbursement was implicit in the grievance protesting the lower rate Brooks was receiving. There is no evidence that the Respondent discussed or even considered his entitlement to backpay.

## 2. Concluding findings with respect to processing of grievances

It is well settled that "the duty to bargain unquestionably extends beyond the period of contract negotiations and applies to labor-management relations during the term of an agreement."<sup>13</sup> Plainly, this duty encompasses the processing and adjustment of grievances arising under the agreement or otherwise affecting terms and conditions of employment. The Respondent does not challenge this principle. Its only defense is that it had processed and resolved all 11 grievances, including the 3 grievances described above which the General Counsel and the Union insist have never been acted upon. Specifically, the Respondent argues that one of the three mentioned grievances concerning the carrying of exposed knives had previously been the subject of a grievance which had been settled after discussions with the Union by the Respondent's posting of a warning notice. However, the new grievance contained serious charges that the safety measures embodied in the notice were being ignored by both management and employees. As no claim is even made, much less was evidence adduced, that this grievance was sham or frivolous, it can hardly be said that the Union was precluded from filing the grievance in question in an effort to secure effective safeguards against a continuing dangerous situation in the plant. In these circumstances, I find that the Respondent, in disregard of its bargaining obligation, failed to consider and discuss this grievance with the Union.

With respect to the related grievance protesting the plant manager's threatened reprisal for the steward's filing the exposed knife grievance, I find that the Respondent compounded the breach of its bargaining obligation. The Union, as the exclusive representative of the Respondent's employees, had a real interest, acknowledged in the parties' contract, and, indeed, the statutory duty to prosecute legitimate grievances concerning the safety of employees and the maintenance of other conditions of employment. A threat such as that attributed to the plant manager inevitably impedes and discourages the Union and the employees from exercising their right to invoke the grievance procedure and thus defeats the very purpose of the Act to promote the orderly settlement of labor disputes. Therefore, by refusing to process and discuss the plant

manager's alleged misconduct, the Respondent also violated its statutory obligation.

Turning to the third grievance regarding the reduced wage rate paid to Steward Brooks, I find that here, too, the Respondent failed to afford the Union the opportunity to bargain over the matter of backpay, as it was duty bound to do. While the Respondent did restore Brooks' former rate as a result of the filing of this grievance, it undeniably did not discuss with the Union his right to reimbursement. The Respondent's apparent justification for not considering backpay is the fact that no separate grievance was filed requesting it. However, I find that implicit in the grievance in question is a claim for reimbursement for the period Brooks was deprived of his former wage rate.<sup>14</sup> For this reason, I find that the Respondent's failure to bargain with the Union with respect to Brooks' entitlement to backpay amounted to a further breach of its bargaining obligation. Of course, this does not mean that the Respondent must grant the grievance. All the Act requires is honest, good-faith negotiations with the Union to settle this matter.

Lastly, I find that the Respondent's adjustment of the remaining eight grievances after the filing of the unfair labor practice charges herein does not warrant the dismissal of the applicable allegations of the amended complaint. Certainly, the adjustment did not render the issue moot nor remove the need for a Board order.<sup>15</sup> Moreover, apart from the contractual time requirement for the Company's response to filed grievances, I find, on the basis of all the facts and circumstances herein, that the Respondent did not act on the grievances with the diligence the statute requires. Section 8(d) defines the bargaining duty as including "the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to . . . any question arising" under an agreement. It is significant that no plausible explanation has been offered by the Respondent for its unreasonable delay in processing, answering, or discussing these grievances. All things being considered, I find that the Respondent's unwarranted delay in adjusting the eight grievances also constituted a breach of its bargaining obligation.

In view of the foregoing, I conclude that the Respondent violated Section 8(a)(1) and (5) of the Act. In so ruling, I do not pass judgment on the merits of the grievances. Clearly, these are matters for the parties to settle and, if still unresolved and are arbitrable, for the arbitrator to determine.

## B. The Denial of Requested Information

### 1. The facts

On or about December 10, 1970, the Respondent's employees went out on strike.<sup>16</sup> Subsequently all but 20 employees were rehired.<sup>17</sup> On December 12, Union President Morgan wrote the Respondent, expressing the

in the kill and should have been given Utility pay as before the strike he is doing the work.

<sup>15</sup> *N L R B v. Mexia Textile Mills, Inc.*, 339 U.S. 563, 567.

<sup>16</sup> As indicated previously, this strike is involved in the issues in Cases 17-CA-4537 and 4595-2.

<sup>17</sup> Mike Amoura, the Respondent's director of personnel and labor

<sup>12</sup> This strike is involved in another case which was tried before the Trial Examiner (Cases 17-CA-4537 and 4595-2)

<sup>13</sup> *N. L. R. B. v. Acme Industrial Co.*, 385 U.S. 432, 436.

<sup>14</sup> The particular grievance reads as follows:

Henry Brooks a steward was returned to work January 11—1971 after being off a month he was reduced in pay he is the best qualified man

strikers' concern over the disciplinary action the Respondent contemplated taking against them for striking and requesting that he be advised of its intentions. As the Respondent did not reply, Morgan sent another letter to the Respondent on December 16. After alluding to the unanswered inquiries concerning the discipline of strikers contained in the earlier letter and subsequently made at a meeting with the Company on December 14, Morgan wrote:

In order to adequately administer the current contracts as well as check on any employee grievances about the matter of discipline, etc., I request that you send me a *current listing of employees by job classifications and duties and current rate of pay*. Please send *this list* to me as soon as possible, since I need it to take care of my responsibilities to the people in the Omaha plant. [Emphasis supplied.]

Morgan testified that he needed this information to ascertain the identity of the employees recalled to work after the strike and those denied reinstatement; whether the recalled individuals were transferred or demoted to jobs other than those held by them at the time of the strike; their present classifications; and whether they were receiving the proper wage rates. He further indicated that this information would enable him to evaluate employee complaints and to determine whether to file grievances.

In response to the Union's December 16 letter, Mike Amoura, the Company's director of personnel and labor relations, advised the Union on December 23 that the Respondent rejected the Union's request for information regarding the discipline of strikers for the reason that the employees had engaged in an illegal strike in violation of the no-strike clause in the then current contract. The letter further stated that

. . . Whatever disciplinary actions we are planning to take in regard to these employees is our business and we do not see anything we need to discuss with you about this matter.

We also object to what we must regard as obvious harrassment [sic] on your part *in asking for a list of employees* that you do not need. You are well aware of the people working in the Omaha plant and what they are being paid for their work and we cannot view your request on this matter as anything other than harrassment [sic]. Therefore, your request is denied. [Emphasis supplied.]

As of the time of the hearing, the Respondent still adhered to its determination not to furnish the requested information. Explaining the reason, Amoura testified that the Company had given Morgan access to the plant and that Morgan "could have obtained that information in different ways, from his stewards, his contract [which] is clear . . . [with respect to] job classifications . . . [and]

rate[s] of pay. All he would have to do is just sit down with those people and get it." In addition, Amoura testified, he "was not going to sit down and do . . . [Morgan's] work for him."

## 2. Concluding findings with respect to the requested information

It is now settled law that the duty to bargain in good faith imposed on an employer by Section 8(a)(5) of the Act includes the obligation to provide the employees' representative with information relevant and necessary to the intelligent performance of its function as bargaining agent.<sup>18</sup> Since "the duty to bargain," as the Supreme Court has observed, "unquestionably extends beyond the period of contract negotiations and applies to labor-management relations during the term of an agreement,"<sup>19</sup> the employer's obligation to furnish information extends with equal force to material needed by the Union for the effective administration of an existing contract and the processing of grievances thereunder, even to arbitration.<sup>20</sup> Certainly, the production of relevant information with respect to a grievance serves the additional worthwhile purpose of enabling the bargaining representative to evaluate prudently the merits of the asserted claim with the view of deciding whether to pursue it further.

It is not, nor could it seriously be, argued that the requested information in issue here is not relevant or necessary for the Union's proper functioning as the employees' bargaining representative.<sup>21</sup> The Respondent, nevertheless, seeks to justify its withholding of information on the ground that the Union had access to the plant and other sources to secure this information. Apparently, the Respondent relies on the fact that the Union is permitted to observe employees at work and to interview its members and stewards. However, the availability of other sources of information has been held not to relieve the employer of its bargaining obligation of disclosure, particularly where, as here, it was not shown that production of this data was unduly burdensome.<sup>22</sup> Equally without merit is the Respondent's other contention that, in any event, it did not understand the Union's request for information to encompass "a list of employees by name." The Union's December 16 request and the Respondent's December 23 letter refusing the information, quoted above, belie the lack of understanding.

Accordingly, I find that the Respondent's refusal to honor the Union's request for relevant and necessary information amounted to be a refusal to bargain in good faith with the employees' statutory representative in violation of Section 8(a)(5) and (1) of the Act.

*Veneer & Plywood Company*, 161 NLRB 1054, 1056; *Curtis-Wright Corporation, Wright Aeronautical Division*, 145 NLRB 152, 157, *enfd.* 347 F.2d 61 (C.A. 3); *Boston-Herald Traveler Corporation*, 110 NLRB 2097, *enfd.* 223 F.2d 58 (C.A. 1).

<sup>22</sup> *NLRB v Northwestern Publishing Company*, 343 F.2d 521, 525, *enfg.* 144 NLRB 1069, 1071 and 146 NLRB 457; *NLRB v The Item Company*, 220 F.2d 956, 959 (C.A. 5), *enfg.* 108 NLRB 1634, *cert. denied* 350 U.S. 905

relations, testified that the rehired individuals were taken back as new employees

<sup>18</sup> *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435-436, *The Prudential Insurance Company of America v NLRB*, 412 F.2d 77, 81 (C.A. 2), *The Timken Roller Bearing Company v. NLRB*, 325 F.2d 746, 750 (C.A. 6), *cert. denied* 376 U.S. 971

<sup>19</sup> *NLRB v Acme, supra*, 436

<sup>20</sup> *Fn 18, supra*

<sup>21</sup> See, for example, *Robert J Weber and Richard K Weber d/b/a Weber*

## IV. THE REMEDY

## ORDER

Pursuant to Section 10(c) of the Act, as amended, I recommend that the Respondent cease and desist from engaging in the unfair labor practices found and in like and related conduct and take certain affirmative action designed to effectuate the policies of the Act.

As I have found that the Respondent has breached its statutory obligation by refusing to process and discuss with the Union the three grievances previously filed by that organization and to furnish the requested information, I recommend that it be ordered to do so. The posting of an appropriate notice is also recommended.

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 an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. All production employees at the Respondent's Omaha, Nebraska, plant, but excluding employees in the fabrication division, office clerical employees, salesmen, guards, truck drivers, helpers, shipping and receiving clerks, professional personnel, engineers, employees of independent contractors, and all management personnel on salary or hourly basis within the meaning of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.
4. At all times material herein, the Union has been the exclusive bargaining representative of the employees in the aforesaid appropriate unit within the meaning of Section 9(a) of the Act.
5. By refusing to process and discuss the adjustment of grievances with the Union; by unreasonably delaying the processing, consideration, and settlement of other grievances; and by refusing to furnish the Union with a current listing of employees showing their job classifications, duties, and current rates of pay, which information was relevant and necessary for the effective administration of the parties' contract and the prosecution of grievances thereunder, the Respondent has failed to bargain collectively with the Union and has thereby engaged, and is engaging, in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.
6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, as amended, I hereby issue the following recommended:<sup>23</sup>

<sup>23</sup> In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and Recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes

The Respondent, American Beef Packers, Inc., Omaha, Nebraska, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to process and discuss the adjustment of grievances filed pursuant to the terms of its collective-bargaining contract with Arthur L. Morgan Union, the exclusive representative of the Company's employees in the unit described below, or to bargain diligently and with unnecessary delay with the said Union with respect to the adjustment and disposition of such grievances. The bargaining unit consists of:

All production employees at the Respondent's Omaha, Nebraska, plant, but excluding the employees in the fabrication division, office clerical employees, salesmen, guards, truck drivers, helpers, shipping and receiving clerks, professional personnel, engineers, employees of independent contractors, and all management personnel on salary or hourly basis within the meaning of the Act.

(b) Withholding from the named Union a requested listing of employees in the above-described unit showing their job classifications, duties, and rates of pay and other information relevant and necessary for the effective administration of the parties' collective-bargaining agreement and the prosecution of grievances thereunder, which might be requested by that labor organization.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their bargaining rights through the named Union, which are guaranteed in the Act.

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

(a) Upon the Union's request, process and discuss the adjustment of the grievances previously filed by the Union's officials or stewards or employees in the above-described unit and in good faith bargain diligently and with unnecessary delay with the Union with respect to the adjustment and disposition of such grievances.

(b) Furnish the Union with a listing of employees in the above unit showing their job classifications, duties and rates of pay, which it had requested in its letter of December 16, 1970.

(c) Post at its plant in Omaha, Nebraska, copies of the attached notice marked "Appendix."<sup>24</sup> Copies of said notice, on forms provided by the Regional Director for Region 17, after being duly signed by the Respondent's authorized representative, shall be posted by the 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 the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 17, in

<sup>24</sup> In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board"

writing, within 20 days from the receipt of this Decision what steps the Respondent has taken to comply herewith.<sup>25</sup>

<sup>25</sup> In the event that this recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read "Notify the Regional Director for Region 17, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith."

## APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

WE WILL NOT refuse to process or discuss the adjustment of grievances filed pursuant to the terms of our collective-bargaining agreement with Arthur L. Morgan Union, the exclusive representative of our employees in the unit described below; nor will we refuse to bargain diligently and with unnecessary delay with the Union with respect to the adjustment and disposition of such grievances. The bargaining unit consists of:

All production employees at the Company's Omaha, Nebraska, plant, but excluding the employees in the fabrication division, office clerical employees, salesmen, guards, truck drivers, helpers, shipping and receiving clerks, professional personnel, engineers, employees of independent contractors, and all management personnel on salary or hourly basis within the meaning of the Act.

WE WILL NOT withhold from the named Union a requested listing of employees in the above-described unit showing their job classifications, duties, and rates of pay and any other information relevant and

necessary for the Union's effective administration of its bargaining contract with us or the prosecution of grievances thereunder, which that organization might request.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their bargaining rights, through the above-named Union, which the Act guarantees.

WE WILL, upon the Union's request, process and discuss with it the adjustment of the grievances previously filed by its officials or stewards or employees in the bargaining unit described above and we will in good faith bargain diligently and with unnecessary delay with the Union with the view of adjusting and disposing of those grievances.

WE WILL furnish the Union with a listing of employees in the above unit showing their job classifications, duties, and rates of pay, which it had requested in its letter of December 16, 1970.

AMERICAN BEEF PACKERS,  
INC.  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_ (Representative) \_\_\_\_\_ (Title)

This is an official notice and must not be defaced by anyone.

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.

Any questions concerning this notice or compliance with its provisions, may be directed to the Board's Office, 610 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106, Telephone 816-374-5181.