Allied Products Corporation and its subsidiary, Kraus Manufacturing & Equipment Co., Inc. *and* International Union, United Automobile, Aerospace & Agricultural Implement Workers and its Local 1205 and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 650, Party to the Contract. Case 18–CA–4343

September 25, 1975

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS JENKINS AND PENELLO

On June 24, 1975, Administrative Law Judge Jerry B. Stone issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and the Charging Party filed cross-exceptions 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 authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.

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 Administrative Law Judge and hereby orders that the Respondent, Allied Products Corporation and its subsidiary, Kraus Manufacturing & Equipment Co., Inc., Fort Dodge, Iowa, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

DECISION

STATEMENT OF THE CASE

JERRY B. STONE, Administrative Law Judge: This proceeding, under Section 10(b) of the National Labor Relations Act, as amended, was heard pursuant to due notice on April 22, 1975, at Fort Dodge, Iowa.

The charge herein was initially filed on September 20, 1974, with the Regional Director of Region 13 of the National Labor Relations Board and was designated as Case 13–CA–13597. Such charge was served on Respondent by registered mail on September 23, 1974. Thereafter, on October 8, 1974, the General Counsel of the National Labor Relations Board, Peter Nash, transferred said charge from Region 13 to Region 18 of the National Labor Relations Board for investigation and processing. The Regional Director for Region 18 of the National Labor Relations Board redesignated said charge (Case 13–CA–13597) as Case 18–CA–4343. The charge as redesignated was served on Respondent on October 11, 1974. Thereafter, the Regional Director for Region 18 issued the complaint in this matter on December 31, 1974. Respondent timely filed an answer to such complaint. The issues raised concern (1) whether the complaint is based upon a valid charge, (2) whether Respondent has given unlawful aid and assistance to Teamsters Local 1205 by recognizing such union and executing a contract at a time when its work force was not representative or engaged in normal operations, (3) whether Respondent has threatened employees with reprisals because they support Local 650 of the UAW.

All parties were afforded full opportunity to participate in the proceeding. Briefs have been filed by all parties and have been considered.

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

FINDINGS OF FACT

A. *The Validity of the Charges*

The facts relating to the filing of the charge in this matter with Region 13 of the Board, the transfer of said charge from Region 13 to Region 18 of the Board, the service of said charge as designated by Region 13 and as redesignated by Region 18, and the issuance of complaint in this matter have previously been set forth and are incorporated herein. The facts at the hearing also reveal that the execution of the collective-bargaining agreement between Respondent and Teamsters Local 650, took place in Chicago, Illinois (Region 13), and in Fort Dodge, Iowa (Region 18).

Respondent contends in effect that the filing of the charge with Region 13 was an invalid filing of a charge in that the alleged unfair labor practices did not occur in Region 13. Thus, Respondent contends that the filing of the charge was not in accordance with the National Labor Relations Board's Rules and Regulations, Section 102.10 which provides as follows:

> Sec. 102.10 Where to file.—Except as provided in section 102.33 such charges shall be filed with the regional director for the region in which the alleged unfair labor practice has occurred or is occurring. A charge alleging that an unfair labor practice has occurred or is occurring in two or more regions may be filed with the regional director for any such regions.

Although the Charging Party may not have been aware of all of the circumstances of the alleged unfair labor practices, the facts reveal that part of the alleged unfair labor practices (unlawful assistance to the Teamsters Local 650) occurred in Chicago, Illinois (Region 13), as well as in Fort Dodge, Iowa (Region 18). Thus, the execution of the contract and formal recognition between Respondent and the Teamsters Local occurred both in Chicago, Illinois, and in

Fort Dodge, Iowa, and constitute an integral part of the alleged unfair labor practices. It is clear that the charge was filed in conformance with the National Labor Relations Board's Rules and Regulations Section 102.10, whether known or not.[1]

Respondent also contends that the transfer of the charge, by the General Counsel, from Region 13 to Region 18 was improper.

The pertinent sections of the National Labor Relations Board's Rules and Regulations, part 102, are:

TRANSFER, CONSOLIDATION, AND SEVERANCE

Sec. 102.33 Transfer of charge and proceeding from region to region; consolidation of proceedings in same region; severance.—(a) Whenever the general counsel deems it necessary in order to effectuate the purposes of the act or to avoid unnecessary costs or delay, he may permit a charge to be filed with him in Washington, D.C., or may, at any time after a charge has been filed with a regional director pursuant to section 102.10, order that such charge and any proceeding which may have been initiated with respect thereto:

(1) Be transferred to and continued before him for the purpose of investigation or consolidation with any other proceeding which may have been instituted in a regional office or with him; or

* * * * *

(3) Be transferred to and continued in any other region for the purpose of investigation or consideration with any proceeding which may have been instituted in or transferred to such other region; or

* * * * *

(b) The provisions of section 102.9 to 102.32, inclusive, shall, insofar as applicable, govern proceedings before the general counsel, pursuant to this section, and the powers granted to regional directors in such provisions shall, for the purpose of this section, be reserved to and exercised by the general counsel. After the transfer of any charge and any proceeding which may have been instituted with respect thereto from one region to another pursuant to this section, the provisions of this subpart shall, insofar as possible, govern such charge and such proceeding as if the charge had originally been filed in the region to which the transfer is made.

Respondent contends in effect that the General Counsel can only transfer a case to a region for consolidation with a pending proceeding or charge. Considering the liberal interpretation required (Sec. 102.121 of said Rules and Regulations, previously referred to), I am persuaded that the correct interpretation of such rules and regulations is that the General Counsel has discretionary authority as set out to transfer cases for investigation and to transfer cases for consolidation, and that once such case is transferred, the case is in the same status as if originally filed in the Region to which it has been transferred.

Respondent's contentions are without merit essentially because jurisdiction as to the filing of the charge flows from statutory authority. Where a charge should be filed is essentially a venue matter. Improper venue is not fatally defective. The facts in this case clearly reveal that Respondent has been on proper notice of the charge and the pending proceeding. Respondent was served with said charge initially on September 23, 1974, was again served on October 11, 1974, when the charge was redesignated as Case 18–CA–4343, was notified of such redesignation and transfer of charge, and has had full opportunity to defend against the charge and complaint on the merits.[2] Accordingly, I reject Respondent's contentions as to the invalidity of the charge, the procedure involved, and the issuance of the complaint.

B. *The Business of the Employer*

The facts herein are based on the pleadings and admissions therein.

Allied Products Corporation and its subsidiary, Kraus Manufacturing & Equipment Co., Inc., Respondent, a Delaware corporation with headquarters at Chicago, Illinois, is engaged through subsidiary corporations in the manufacture of farm implements, operating plants in various States of the United States, including a plant at Fort Dodge, Iowa, known as Kraus Manufacturing & Equipment Co., Inc. During a representative 12-month period, Respondent sold and shipped finished manufactured products valued in excess of $50,000 from its plants in various States of the United States directly to customers located in other States of the United States.

As conceded by Respondent and based on the foregoing, it is concluded and found that Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED [3]

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 650 (herein called Teamsters), is a labor organization within the meaning of Section 2(5) of the Act.

International Union, United Automobile, Aerospace & Agricultural Implement Workers and its Local 1205 are each labor organizations within the meaning of Section 2(5) of the Act.

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[1] Even if part of the alleged unfair labor practices had not occurred in Region 13 of the Board, I am persuaded that an interpretation of the Rules and Regulations, as required by Sec. 102.121, would require a finding of validity as to the charge and issuance of complaint in this matter. Thus, Sec 102.121 of the Rules and Regulations require that "The rules and regulations in this part shall be liberally construed to effectuate the purposes and provisions of the Act"

[2] The service of the redesignated charge was completed within the proper 10(b) period.

[3] The facts are based on the pleadings and admissions therein

III THE UNFAIR LABOR PRACTICES

A. *Unlawful Aid, Assistance, and Support*

It is not disputed, admissions in the pleadings establish, the credited testimony of witnesses and exhibits clearly reveal, and it is found that on or about May 24, 1974, Respondent recognized the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 650, as the exclusive bargaining agent of its production and maintenance employees at its plant at Fort Dodge, Iowa, known as Kraus Manufacturing & Equipment Co., Inc., and on the same date agreed to the terms of a contract with said union with respect to wages, hours, and other terms and conditions of employment of said employees, and on May 27, 1974, signed the finalized written contract agreed to.[4]

Although the contract entered into on or about May 24, 1974, was for a term to be in effect until May 24, 1977, the parties later signed a new collective-bargaining agreement, dated September 20, 1974, and to be in effect to May 24, 1977. Despite the foregoing, the parties also later signed a new collective-bargaining agreement dated November 19, 1974, and to be in effect to May 24, 1977.

The only issues in this case with respect to the unlawful aid, assistance, and support allegations are whether the Respondent recognized the Teamsters and executed the contract on or about May 24, 1974, at a time when Respondent did not employ a representative work force of production and maintenance employees at the plant involved, and at a time when Respondent was not engaged in normal operations at said plant.

The facts relating to the issues in dispute may be summarized as follows:

1. Prior to May 21, 1974, Respondent had acquired at Fort Dodge, Iowa, a new facility site and planned to clean-up such facility, bring in all new or different equipment, and prepare a plant for a new production operation to be instituted later.

2. The first employees hired by the Respondent commenced work on May 21, 1974. There were 11 such employees and the employees were the only employees employed on May 24, 1974, and on May 27, 1974, the date of recognition of the Teamsters and the execution of the collective-bargaining agreement.

3. The Respondent planned to engage in cleanup, installation of equipment, and preparation for production type operation during the months following May 21, 1974, and until about September 1, 1974.[5]

4. It is clear that Respondent's employees engaged only in cleanup, installation of equipment for production type operations, and related types of work for 1-1/2 months after May 24, 1974, and did not at such time engage in normal operations of a production type, the type anticipated and carried on after the plant ultimately went into production.[6]

5. Although the 11 original employees were hired and used in the cleanup and preparation stage for several months, and not in production or normal production operations, Respondent assigned classifications to such employees which compared with some of the classifications anticipated for a normal functioning and maintenance unit. Thus, it may be said that of the original 11 employees, 6 employees received assigned classifications which compared to 6 of what might be described as 12 or 13 basic classifications for the intended functioning bargaining unit.[7]

6. Respondent anticipated a substantially greater number of employees for its normal work force when it commenced operations than it had employed on May 24 and 27, 1974.

Thus, the facts reveal that Respondent had 11 employees employed on May 24 and 27, 1974. At such time, Respondent was planning to commence production operations around September 1, 1974. Respondent's agent Veil expressed to Fritz, a prospective employee, that its work force could possibly go to 400 in number. Another Respondent agent, Blazar, who was in charge of getting the plant ready for production, expressed a similar view of a work force of possibly 400 in number if all went well.

Statements made by Respondent's agents, Veil and Fritz, as to the estimated need of 12 to 15 men during the preparation stage, and the estimated September 1, 1974, commencement of production, reveal a reasonable consistency with the actual developments. Thus, Respondent had 13 employees at the end of May, 13 employees at the end of June, 13 employees at the end of July, 20 employees at the end of August, 34 employees at the end of September,[8] 61 employees at the end of October, 76 employees at the end of November, and 88 employees at the end of December, 1974. At the end of January 1975 Respondent had 80 employees; the end of February, 75 employees; the end of

[4] Respondent's recognition of the Teamsters union occurred on May 24, 1974, concerned employees at premises at which a production enterprise was not in operation but planned, which employees, 11 in number, had been hired on May 21, 1974, for as indicated later, cleanup and preparation work for a new production facility with initial planned production several months in the future. Respondent and the Union met with Sheriff McCoy for a purported card check which did not involve a checking of signatures on union cards with other signature specimens but merely a check of cards with signatures against an employee list.

[5] The facts are based on a composite of a consideration of the logical consistency of all the facts and Fritz' credited testimony. Thus, I credit Fritz' testimony as to what he was told by Kenneth Veil Veil is a member of the staff of Joseph Warren, vice president of industrial relations and human resources of Allied Productions Corporation. Veil had been sent to interview prospective employees. I attach probative weight to the statements made by Veil to Fritz

[6] Fritz' credited testimony clearly reveals that for 1-1/2 months after he was hired on May 28, 1974, only cleanup and installation type work was being performed. Considering this and the statement by Veil relating to acquisition of the facility, the overall facts compel an inference that the work between May 21, 1974, and May 28, 1974, was the same as the work for the 1-1/2 months after May 28, 1974. Although the overall facts would indicate that the amount of work of a production type which commenced around 1-1/2 months after May 28, 1974, was minimal until sometime in September or October 1974, it is not necessary to consider such in detail.

[7] Such classifications are revealed in the exhibits relative to a "card" check, employee hiring, classification, and termination data, and the collective-bargaining contracts between Respondent and the Teamsters

[8] Although Veil, Respondent's agent, had estimated production to start around September 1, 1974, the overall facts would reveal that the realistic commencement of the anticipated complement would start around September 1, 1974, and continue with additional hiring thereto for a time thereafter

March, 78 employees; and as of April 22, 1975, Respondent had 75 employees.

Considering all the foregoing, I find that Respondent conservatively anticipated having at least 75 employees for its normal operation work force. Thus, the employee complement of 11 employees on May 24, and May 27, 1974, did not constitute a representative complement of its anticipated work force.[9]

Conclusions

Considering all of the foregoing, it is clear and I conclude and find that Respondent recognized the Teamsters and entered into a collective-bargaining agreement at a time when it did not have a representative complement of employees and at a time when it did not have a normal and functioning appropriate collective-bargaining unit of employees. Thus only 11 employees were employed on May 24 and 27, at the time of recognition and execution of a collective-bargaining contract. Recognition and executing of the contract occurred after initial employment of only 11 employees and 3 days after the first employees were hired. The 11 employees who were working were only an insignificant number compared to the anticipated work force of at least 75 employees. The 11 employees were not engaged in production work but in clean up and preparation for a new (yet to be instituted) production operation. The enterprise itself was not functioning as a production enterprise, and the employees were not part of a normal and functioning appropriate collective-bargaining unit.

The principles related to such issues of premature recognition have been set out in *Linaco Container Corporation,* 173 NLRB 1444, 1447, 1448 (1969), and in *Crown Cork & Seal Company, Inc.,* 182 NLRB 657, 662, 663 (1970).

It is sufficient to say that there are no *per se* rules, but a consideration of determining whether the appropriate bargaining unit employees have realistically been accorded their right to select a bargaining representative or whether they have had one imposed upon them is required.

Considering all of the foregoing, it is clear and I conclude and find that Respondent has violated Section 8(a)(1) and (2) of the Act by rendering unlawful aid, assistance, and support to the Teamsters Union, by recognizing such union and entering into contractual relationship with such union when such union was not the representative of a normal and representative functioning bargaining unit of employees. Such action, determination of a bargaining representative upon the desires of a majority of only 11 employees, denies in effect the Section 7 rights of the majority of the employees, in a representative and anticipated unit of 75 or more employees, to select their collective-bargaining unit agent and imposes upon such employees the employer's choice of such representative. Accordingly, it is concluded and found, as alleged, that Respondent has violated Section 8(a)(1) and (2) of the Act.[10]

B. *Alleged Threat*

The General Counsel alleged in his complaint that "In about June, 1974, the precise date not being known to the Acting Regional Director, Respondent, by its personnel manager, Joseph Warren, informed its employees at its Fort Dodge, Iowa plant, known as Kraus Manufacturing & Equipment Co., Inc. that Respondent would move said plant to Illinois in the event 'union trouble' occurred as a result of efforts by the Charging Party to organize the production and maintenance employees at said plant at a time when said employees were represented by Teamsters."

The facts are clear that at the time Respondent had already recognized and entered into a collective-bargaining relationship with the Teamsters, Warren spoke to 10 to 12 employees at Respondent's plant. The facts are also clear that at the time Warren spoke to such employees, some of the employees had been circulating UAW cards and engaging in union activity on behalf of the UAW.

The facts are further clear that Warren was aware that UAW cards were being circulated, spoke to the employees about the circulation of such UAW cards, and told them in effect that he thought they had already decided on the Teamsters and should make up their minds, and that he didn't want to be involved in union troubles.

The facts reveal that there were some 10 to 13 witnesses to the event involved. Only two witnesses, however, were presented in this proceeding. Fritz testified on behalf of the General Counsel. His testimony appears to be a boiled down conclusionary presentation. In Fritz' testimony he testified that Warren told the employees that "If we had any kind of union trouble like that this plant could be moved to Jerseyville, Illinois. He said that it wouldn't be hard." Warren testified to the effect that he discussed questions concerning wages, rumors about integration of another local plant, that he told the employees that the Fort Dodge plant might not be there a year from then, discussed the question of the UAW cards, that he asked the employees why in "hell" they didn't make up their minds, that he told the employees that he didn't want to get into a battle between two unions over 11 employees, and that he told the employees about the acquisition of the Jerseyville plant and that Respondent was not sure what it was going to do with the Jerseyville plant. Warren denied that he told the employees the plant would be moved because of union trouble.

Fritz was cross-examined by Respondent with respect to his pretrial affidavit. The effect of such cross-examination

[9] The 11 employees were, in effect, less than 15 percent of the anticipated work force. The General Counsel's evidence relating to Respondent's anticipated work force as planned revealed a strong *prima facie* case of the anticipated work force as found. The Respondent's only evidence relating to the anticipated use of the new facility concerned planned use of part of the facility for warehousing of parts and products. Although the evidence on this part is not as strong as Respondent's brief suggests, assuming at least partial usage of the facility for such purpose, the evidence does not rebut the strong *prima facie* case made out by the General Counsel. Respondent's witnesses, Vice President Warren and Plant Manager Rook, did not testify as to an anticipated work force. Rook, however, was questioned on the point and testified to the effect that he had no anticipated or projected plans in mid-1974 for the size of a work force, I found Rook to appear to be an unbelievable witness as to this point Further, Rook appeared to be a witness attempting to otherwise be giving rationalization rather than facts in his testimony.

[10] Respondent's later contracts with the Teamsters, dated September 20, 1974, and November 19, 1974, only constitute evidence of continuation of the effect of unlawful aid and assistance, and do not cure the ills of the unlawful recognition and contracting with the Teamsters.

revealed that as to some of the remarks made by Fritz during the critical event, his recollection at trial was not good. Warren's testimony was presented in a fragmented way and was not of such a nature as to reveal his remarks in chronological fashion.

I am persuaded that both Fritz and Warren were testifying to what they believed to be true. Under such circumstances and considering the foregoing, I am persuaded that Fritz' testimony to the effect that Warren had said the plant would be moved because of union troubles was based on his conclusion of the total effect of Warren's remarks. I discredit Fritz' testimony that such remarks were specifically made.[11]

Conclusion

Considering the foregoing, I have discredited Fritz' testimony to the effect that Warren specifically threatened to move the plant if there were union trouble. The question remains, however, whether the total effect of Warren's remarks constituted a threat to move the plant if there were problems with two unions fighting over the employees. Considering all of the facts, I am persuaded that Warren's remarks as a whole constituted a threat to move the plant if there were union troubles. Thus, Warren told the employees in effect that the Fort Dodge plant might not be there a year from then, that he was upset about the UAW cards, that they should make up their minds, that he did not want to get into a battle between two unions over 11 employees, and that Respondent had purchased another new plant and wasn't sure what it would do with such plant. In my opinion, Warren in a sophisticated way told the employees in effect that if they didn't decide to eliminate the question of another union, the Respondent would cease its operations at the Fort Dodge plant and utilize instead the Jerseyville, Illinois, plant. Such threat clearly constitutes conduct violative of Section 8(a)(1) of the Act. It is so concluded and found.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with the Respondent's operation described in section I, above, have a close, intimate, and substantial relationship 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

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

Having found the unfair labor practices set forth above, in order to dissipate the effect of Respondent's unfair labor practices, it will be ordered that Respondent withdraw and withhold all recognition from International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 650 and to cease giving effect to any collective-bargaining agreement with said union, or to any renewal, modification, or extension thereof, unless and until such union shall have been certified by the Board as the exclusive representative of the employees in question.

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

Conclusions of Law

1. Allied Products Corporation and its subsidiary, Kraus Manufacturing & Equipment Co., Inc., Respondent, is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. International Union, United Automobile, Aerospace & Agricultural Implement Workers and its Local 1205 each, is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.
3. International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, Local No. 650 is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.
4. By recognizing Teamsters Local 650, and by entering into the May 24, 1974, contract with said union, when Respondent did not employ a representative employee complement, Respondent rendered unlawful aid and assistance to said union in violation of Section 8(a)(2) of the Act.
5. By the foregoing and by interfering with, restraining, and coercing its employees in the exercise of rights guaranteed in Section 7 of the Act, Respondent engaged in unfair labor practices proscribed by Section 8(a)(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, I hereby issue the following recommended:

ORDER [12]

Respondent, Allied Products Corporation and its subsidiary, Kraus Manufacturing & Equipment Co., Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Assisting or contributing support to the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 650, by recognizing or contracting with such labor organization as the exclusive representative of any of its employees for the purpose of collective bargaining at a time when there exists a real

[11] The General Counsel argues that the logic of the events preceding the Warren remarks suggests that the threats to move the plant because of union trouble could have been made. Such remarks could have been made. Determination of whether the remarks were made, however, depends upon a question of evidence presented as to whether the remarks were made.

[12] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 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.

question concerning representation.

(b) Giving effect to, performing, or in any way enforcing collective-bargaining agreements executed with the International Brotherhood of Teamsters, Chauffeurs and Warehousemen of America, Local No. 650, covering its employees, or to any modification, extension, renewal, or supplement thereto, or to any checkoff authorization cards executed pursuant to said agreement, unless and until such union has been certified by the National Labor Relations Board as the exclusive bargaining representative of such employees; provided, however, that nothing herein shall require Respondent to vary or abandon any wage, hour, seniority, or other substantive feature of its relations with said employees which have been established in the performance of any such agreement or to prejudice the assertion by such employees of any rights they may have thereunder.

(c) Threatening employees with plant closure or removal in order to dissuade such employees from engaging in union or protected concerted activities.

(d) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist International Union, United Automobile, Aerospace & Agricultural Implement Workers and its Local 1205, 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 as guaranteed in Section 7 of the Act, or to refrain from any and all such activities.

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

(a) Withdraw and withhold all recognition from International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 650, as the representative of its employees for the purpose of collective bargaining unless and until the said labor organization has been duly certified by the National Labor Relations Board as the exclusive representative of such employees.

(b) Post at its premises in Fort Dodge, Iowa, copies of the attached notice marked "Appendix." [13] Copies of said notice, on forms provided by the Regional Director for Region 18, after being duly signed by Respondent's representative, shall 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 its employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

[13] 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 read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(c) Notify the Regional Director for Region 18, in writing, within 20 days from the date of this Order, what steps Respondent Employer has taken to comply herein.

APPENDIX

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

WE WILL NOT assist or contribute support to International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 650, by recognizing or contracting with such labor organization as the exclusive representative of our employees for the purpose of collective bargaining, at a time when there exists a real question concerning representation.

WE WILL NOT give effect to any agreement with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 650, covering our employees, or to any renewal, extension, modification, or supplement thereof, unless and until said labor organization has been duly certified by the National Labor Relations Board as the exclusive representative of such employees, but nothing herein shall be construed to require that we vary or abandon any existing term or condition of employment.

WE WILL withdraw and withhold all recognition from International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 650, as the collective-bargaining representative of our employees unless and until said labor organization has been certified as such by the National Labor Relations Board.

WE WILL NOT threaten our employees with plant closure or removal in order to dissuade such employees from engaging in union or protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist International Union, United Automobile, Aerospace & Agricultural Implement Workers and its Local 1205, or any other labor organization, 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 engaging in any or all such activities.

ALLIED PRODUCTS CORPORATION AND ITS SUBSIDIARY, KRAUS MANUFACTURING & EQUIPMENT CO., INC.