

In the Matter of ATLANTIC REFINING COMPANY and LOCAL Nos. 310
AND 318, INTERNATIONAL ASSOCIATION OF OIL FIELD, GAS WELL AND
REFINERY WORKERS OF AMERICA

Cases Nos. C-54 and R-18.—Decided March 19, 1936

Oil Refining Industry—Unit Appropriate for Collective Bargaining: functional coherence; geographical differences; plant—*Representatives:* proof of choice. petition designating—*Collective Bargaining:* adjustment of grievances differentiated from; refusal to negotiate with representatives; refusal to recognize representatives as exclusive—*Certification of Representatives:* after investigation, but without election.

Mr. Mortimer Kollender for the Board.

Mr. Norman Landis, of Brunswick, Ga., for Employees Representation Plan.

Mr. Samuel G. Zack, of counsel to the Board.

DECISION

STATEMENT OF CASE

A charge having been filed with the Regional Director for the Tenth Region by Local Nos. 310 and 318, International Association of Oil Field, Gas Well and Refinery Workers of America (hereinafter referred to as the Locals), the National Labor Relations Board, by the said Regional Director, issued and duly served its complaint, with accompanying notice of hearing, on December 27, 1935, charging the Atlantic Refining Company, Brunswick, Georgia (hereinafter referred to as the respondent), with having engaged in unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1) and (5) and Section 2, subdivisions (6) and (7), of the National Labor Relations Act, approved July 5, 1935 (hereinafter called the Act), by reason of its refusal to bargain collectively with the Locals. With respect to the unfair labor practices, the complaint alleges that the employees of the Brunswick, Georgia plant of the respondent, (hereinafter called the Brunswick plant), with the exception of the clerical and supervisory staffs, constitute an appropriate unit for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act; that the Locals, before August 31, 1935, had been designated by the majority of the employees in such unit as their representatives for the purposes of collective bargaining, and by virtue of Section 9 (a) of the Act. were the exclusive representatives of all the employees in said unit; that on or about August 31, September 27 and December 13, 1935, the duly

authorized representatives of the Locals requested the respondent to bargain collectively; and that on such dates, and thereafter, the respondent refused to bargain collectively with the Locals as the exclusive representatives of all the employees in such unit.

The respondent filed its answer to the complaint denying that the Brunswick plant constitutes an appropriate unit for the purposes of collective bargaining; denying "that the respondent's employees at its Brunswick plant designated Local Unions Nos. 310 and 318, International Association of Oil Field, Gas well and Refinery Workers of America, as a unit for exclusive collective bargaining", and admitting that the respondent did refuse to bargain with the Locals as the exclusive representatives of its employees, but alleging that it advised the Locals that it was "ready and willing to meet and bargain with any representative of or group of its employees." The answer further alleges that the production of petroleum products at the Brunswick plant is no part of interstate commerce.

The Locals also petitioned the Board for an investigation and certification of representatives pursuant to Section 9 (c) of the Act. On January 7, 1936, the Board, pursuant to Section 9 (c) of the Act and Article II, Section 3 of National Labor Relations Board Rules and Regulations—Series 1, ordered the Regional Director for the Tenth Region to conduct an investigation and in connection therewith to provide for an appropriate hearing upon due notice. Pursuant to such order, notice of hearing was issued by the Regional Director on January 7, 1936 and duly served upon the parties.

Pursuant to the notice of hearing accompanying the complaint, a hearing was held in Brunswick, Georgia, on January 9 and 10, 1936, before John A. Lapp, Trial Examiner duly designated by the Board. Upon the suggestion of the Trial Examiner, the respondent, reserving its rights, waived the requirement of a five-day notice for hearing on the petition, and the same was consolidated with the hearing on the complaint. The findings of fact made below are relevant to all the issues in the consolidated case.

Although counsel for the respondent was present at the hearing, he did not participate therein, although the superintendent of refining at the Brunswick plant testified in response to a subpoena. The Employees' Representation Plan, Brunswick Unit, asked for and was granted permission to intervene, and a representative appeared in its behalf. Full opportunity to be heard, to cross-examine witnesses and to produce evidence bearing upon the issues was afforded to all parties. In accordance with Article II, Section 28, of said Rules and Regulations—Series 1, the parties were afforded a reasonable time for oral argument, but the only argument was made by the representative of the Employees' Representation Plan. No briefs were filed.

On motion of counsel for the Board, the complaint was amended by the Trial Examiner by the insertion of the words, "at the said Brunswick plant" in the fourth line of paragraph 3 after the words, "petroleum products", and in the ninth line of the same paragraph after the words, "produced by it". The respondent, reserving its rights, waived objection to the amendment.

Pursuant to Article II, Section 30 of said Rules and Regulations—Series 1, the Trial Examiner prepared and filed an intermediate report, and found the allegations of the complaint sustained. The intermediate report was duly filed and served, and thereafter the respondent filed exceptions thereto with the Board.

Upon the entire record in the case, including the stenographic transcript of the hearing and the documentary and other evidence received at the hearing, the Board makes the following:

FINDINGS OF FACT

I. THE RESPONDENT'S BUSINESS

A. Generally

1. The respondent is and has been since April 29, 1870, a corporation organized under and existing by virtue of the laws of the State of Pennsylvania, having its principal office and place of business at 260 South Broad Street, in the City of Philadelphia, County of Philadelphia, State of Pennsylvania.

2. The following table lists subsidiaries of the respondent and the amount of stock it holds in each and the extent of its voting power.

Name of Subsidiary	Percentage of stock owned	Percentage of Voting Power
Atlantic Company.....	100	100
Caribbean Oil Fields of Venezuela.....	100	100
Venezuelan Atlantic Refining Co.....	100	100
Mara Oil Field Corp		
Atlantic Co.....	50	
V A R Co.....	50	100
Atlantic Oil Producing Co.....	99 99	99 99
Atlantic Petroleum Purchasing Corp.....	100	100
Atlantic Pipe Line Co.....	100	99 99
Atlantic Oil Shipping Co.....	100	100
Keystone Pipe Line Co.....	99 43	99 43
Atlantic Refining Co of Cuba.....	100	100
Atlantic Refining Co (Del).....	100	100
Atlantic Refining Co (Germany).....	100	100
Atlantic Refining Co of Africa.....	100	100
Atlantic Refining Co of Brazil.....	100	100
Atlantic Refining Co of Germany, Me.....	100	100
Atlantic Refining Co of Spain.....	100	100
Gulf of Maracajabo Corp		
V A R Co.....	50	
Atlantic Co.....	50	100
Basin Co.....	100	100
Campania Petrolera Carco.....	100	100
Atlantic Refining Co, Inc.....	100	100
Richmond Oil Co.....	100	100
Red ' C' Oil Co.....	100	100
Atlantic Oil Storage Co.....	100	100
Atlantic West African Co, Ltd.....	100	100
Companhia Portuguesa Des Petroleos Atlantic.....	100	100
Reserve Petroleum Co		
1st preferred.....	95 89	80
2nd preferred.....	75 35	
Atlantic North Africa Co.....	100	100
Atlantic Angola S. A.....	100	100

3. The general character and location of the principal plants and other important units of the respondent and its subsidiaries are as follows:

Crude oil production: Producing leases are owned in Kansas, Oklahoma, Texas and New Mexico. Non-producing leases are owned in Louisiana as well as in the above-mentioned states, and in Cuba and Venezuela. On December 31, 1934, the respondent had 951 full equivalent oil wells. Average daily net production for December, 1934 was 25,293 barrels.

Transportation: Four pipe lines are owned in Texas and New Mexico with 921.57 miles of trunk lines and pipe and 366.80 miles of gathering line. The respondent has water terminals on the Neches River at Atreco (near Port Arthur, Texas), Texas City, Texas and Harbor Island, Texas. One pipe line 187.64 miles long runs from the East Texas oil field to the Atreco Terminal. Another line 660 miles long connects the Atreco Terminal with the Hobbs, New Mexico, oil field and the Coleman, Ward and Winkler County, Texas fields. A short line serves the Barbero Hill, Texas field. Another short line serves the Refugio, Greta and Pettus, Texas fields. Twenty-two ocean-going tankers with a total capacity of 196,702 d. w. t. (dead weight tonnage) are owned by the respondent, in addition to 8 tugs, 3 motor barges and 11 lighters. A pipe line for carrying products from the Philadelphia refinery to various points in Eastern Pennsylvania is also owned by the respondent.

Refineries: Refineries are located at Philadelphia, Pittsburgh, Franklin, Pennsylvania and Brunswick, Georgia, with a total daily average capacity of 92,000 barrels.

Domestic marketing: 23 bulk terminals, 412 plants and 607 service stations are used to distribute the respondent's products in the States of Massachusetts, New York, Rhode Island, Connecticut, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia, Florida, Ohio and West Virginia.

Foreign marketing: Various marketing facilities are located in Brazil, Africa, Germany, Belgium and Portugal, and are used by subsidiary companies to market the respondent's products.

B. *The Brunswick plant*

4. Robert Stewart, the respondent's superintendent of refining at the Brunswick plant, testified as to the respondent's business at the plant. During the year 1935 the Brunswick plant used an average of 3,912 fifty-gallon barrels of crude oil daily in the manufacture of its finished products. Ninety percent or more of the crude oil came from Texas, and the balance from either Mexico or Venezuela.

5. Crude oil is brought to the Brunswick plant by ocean-going tankers, which dock at the wharf at the Brunswick plant and which

discharge their cargo directly into storage tanks, by connecting pipes and the use of pumps.

6. The finished petroleum products are shipped from the refinery largely by means of ocean-going tankers, although some are shipped by tank cars and a very small amount by tank trucks. The tankers are loaded by means of gravity through connecting pipes from storage tanks.

7. The products which are refined and produced at the Brunswick plant from crude oil are gasoline and solvents, light fuel oil, heavy fuel oil and asphalt. 81½% of the crude oil is lost in the refining process. During 1935, 60% was refined into gasoline, 40% of which was sent to bulk plants of the respondent in Georgia and to other points within the state, and 60% of which was sent out of the State of Georgia, mainly to North Carolina, New York, Florida and Rhode Island. During the same year, 28% of the crude oil was refined into fuel oil, some of which went to New York and South Carolina, but most of which went to the respondent's Philadelphia refinery. The asphalt produced at the Brunswick plant during 1935 was sent to Georgia, Florida, Alabama, North Carolina, South Carolina and Tennessee.

The principal bulk plants of the respondent in the region served by the Brunswick plant are located in Jacksonville, Florida, Wilmington, North Carolina, Savannah, Georgia, and Miami, Florida. These plants handle gasoline only. Deliveries to them are made by tank steamers. Mr. Stewart, although not certain, testified that he thought the bulk plants did distribute part of their supply of gasoline to adjacent states.

8. The following summary table shows the destination, amounts and percentage of all the products processed and shipped from the Brunswick plant during 1935.

State	Gallons	Per cent	State	Gallons	Per cent
Georgia.....	34, 450, 821	48 68	South Carolina.....	1, 904, 716	2.69
Alabama.....	463, 772	.66	North Carolina.....	13, 510, 599	19.09
Tennessee.....	67, 974	.10	Philadelphia refinery.....	8, 982, 700	12.68
Florida.....	5, 927, 136	8.38	Total.....	70, 768, 922	100.00
New England States.....	5, 461, 204	7.72			

9. The crude oil storage tanks at the Brunswick plant have a capacity of about 300,000 barrels. Inasmuch as the normal requirements of the plant amount to approximately 4,000 barrels a day, the storage tanks, if full, would provide for approximately 75 days' operation. The amount in storage varies between 50,000 barrels and 200,000 barrels. With the plant running normally, the supply would last about 25 to 26 days and at the low point of storage it would last not more than 12 to 15 days.

The refinery has storage for 150,000 barrels of gasoline, 150,000 barrels of heavy fuel oil, 16,000 barrels of lighter grades of fuel oil, and 16,000 barrels of road oils and asphalt. On the day of the hearing there was on hand 100,000 barrels of fuel oil and about 35,000 barrels of gasoline and naphtha. The supply of gasoline would meet normal demands for about 17 to 20 days. Asphalt is used seasonally. In the fall and winter there is a large supply; in the spring and summer, when road-building takes place, the asphalt flows directly to consumers, and the supply is almost continually cleaned out.

10. There is a continuous flow of crude oil into the Brunswick plant and a continuous flow of products out of the Brunswick plant. All of the crude oil received at the Brunswick plant comes to it directly from the producing properties of the respondent and its subsidiaries in Texas, Mexico and Venezuela. The finished products are sent out of the Brunswick plant, on orders from the sales department in Philadelphia, to the respondent's service stations and customers in many states. Gasoline is shipped to bulk plants or terminals of the respondent in Florida, Georgia, North Carolina and the New England States, as well as to service stations of the respondent and to customers in the same states. The bulk plants in turn redistribute to the respondent's service stations and to wholesale accounts. The fuel oil is mainly sent to the respondent's Philadelphia refinery and from that point flows directly to the consumer.

11. The operations of the respondent constitute a continuous flow of trade, traffic and commerce among the several States.

II. THE BRUNSWICK PLANT AS A UNIT

12. Three of the four refineries operated by the respondent are located in the State of Pennsylvania, and one, the Brunswick plant, in the State of Georgia. The respondent is and has been authorized to engage in business in the State of Georgia since March 3, 1919.

13. The entire process used in refining the crude oil and the manufacture of the various petroleum products is performed and completed at the Brunswick plant. The plant is under the immediate control and supervision of managerial personnel different from that at the other plants.

14. Because of the geographical differences between the Brunswick plant and the other plants and units of the respondent, the labor problems of the employees at the Brunswick plant differ from those of the respondent's employees elsewhere. The rates of pay for certain operations at the Brunswick plant are different from those at the respondent's other plants. The Brunswick plant is approximately 900 miles from the other refineries and from the home office of the respondent, and therefore a prompt and clear exchange of views be-

tween the employees at Brunswick and the employees at the other refineries is difficult.

15. The Employees' Representation Plan, which purports to cover not only the employees at the Brunswick plant but the employees of the respondent at its other refineries and properties as well, was put into effect by the respondent in October, 1934, several months after the Locals were organized. By organizing as they did before the Plan was put into effect, and by clear manifestations since, the employees at the Brunswick plant have definitely indicated their desire to bargain as a unit, through the Locals and not through the Plan. In view of this and the other circumstances of this case, we find that the employees, with the exception of the clerical and supervisory staffs, engaged at the Brunswick plant of the respondent constitute a unit appropriate for the purposes of collective bargaining.

III. THE RESPONDENT AND LOCAL NOS. 310 AND 318

16. There were at the time of the hearing, 123 employees at the Brunswick plant, exclusive of the clerical and supervisory staffs. No claim was made in the answer or at the hearing that there was a greater number on the dates the complaint alleges the respondent refused to bargain collectively.

17. The Locals are labor organizations which were organized in April, 1934 for purposes of collective bargaining. The entire membership of the Locals is composed exclusively of employees at the Brunswick plant.

18. At a meeting of the members of Local No. 310 on July 18, 1935, a so-called Contract Committee, consisting of T. McClelland, chairman, and J. W. Hawthorne, E. F. Rittenhouse, R. V. Woods and S. A. Ward, was appointed and instructed to draw up a draft agreement dealing with wages, hours and working conditions at the Brunswick plant and to meet with the management for the purpose of collective bargaining. On August 2, 1935, Local No. 318 designated the same committee to represent it in collective bargaining with the management.

19. On August 18, 1935, the Secretary of Local No. 310 was instructed to send a letter to Mr. M. J. Welsh, manager of the Brunswick plant, requesting a conference with the Contract Committee. As a result of this letter, a meeting between the Committee and Mr. Stewart, Plant Superintendent, and Mr. Welsh, took place on August 31, 1935, at the latter's office. The chairman of the Committee informed the officials of the respondent that the Locals represented a majority of the employees in the Brunswick plant, and requested the negotiation of a collective agreement dealing with

hours, wages and working conditions. The officials refused to recognize the Locals as the exclusive representatives of all the employees in the Brunswick plant, and refused to enter into negotiations for an agreement.

20. Subsequent to the meeting on August 31, two petitions were circulated, one designated Local No. 310 as the agency for collective bargaining, and the other, in similar terms, designated Local No. 318. The petitions were signed by 93 and 21 employees respectively. Thus, the Locals were designated by a large majority of the 123 employees in the unit which we have found to be appropriate for the purposes of collective bargaining.

These petitions stated that the employees signing them constituted a substantial majority, had organized in Local Nos. 310 and 318 for the purpose of collective bargaining, and had designated the Locals to enter into collective bargaining with their employer. The petitions went on to state, "We, therefore, respectfully request a conference with the representatives of the management at its earliest convenience to begin negotiations, to work out a collective bargain and to agree on terms of employment and orderly methods of settling differences in relations between management and employees."

The petitions were offered in evidence and made part of the record.

21. At meetings on September 27 and December 13, 1935, the Locals again requested the respondent to enter into collective bargaining with them as the representatives of all the employees of the Brunswick plant, but the respondent refused to recognize the right of the Locals to represent the employees of the plant. The signed petitions were shown to officials of the respondent and went unquestioned by them, and the officials made no claim that the signatures were not the *bona fide* signatures of a great majority of the employees of the Brunswick plant.

22. The respondent, in its answer, did not deny that a majority of the employees of the Brunswick plant were represented by the Locals. It contended, however, that the Locals had no right to bargain for all the employees of the plant. At each of the three meetings, the manager stated that the Act could not compel the respondent to arrive at an agreement with the employees, and that he would have to have a ruling by the National Labor Relations Board before he would accept the Brunswick plant as a unit appropriate for the purpose of collective bargaining.

23. At each one of the meetings that the Committee had with the respondent, it had with it the draft agreement which was intended to be used as the basis of negotiations leading toward an agreement. The proposals in the draft dealt, basically, with matters relating to wages, hours and conditions of work. At each meeting when the draft was proffered, Mr. Welsh declined to accept it or enter into

a discussion concerning it; he did no more than state that the respondent would not enter into an agreement, and that it proposed to maintain the status quo and was willing to consider with officials of the Locals any grievances they might care to present.

24. The officials of the respondent did not approach the negotiations with an open mind nor did they make a reasonable effort to reach a common ground of agreement. The respondent has taken the position that it is obligated merely to meet with the representatives of its employees, and discuss grievances with them as it would with individual employees.

25. On August 31, September 27 and December 13, 1935, the respondent refused to bargain collectively with the representatives of its employees.

26. The aforesaid refusal of the respondent to bargain collectively with the representatives of its employees tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

RESPONDENT'S STATEMENT OF EXCEPTIONS

The respondent's statement of exceptions to the Trial Examiner's intermediate report includes exceptions to practically all of his findings of fact, conclusions and recommendations. More specifically, it contends that the Trial Examiner erred in finding that an interruption of the flow of crude oil from Texas, Venezuela and Mexico to the Brunswick plant and of the subsequent distribution of the finished product outside the State of Georgia, would burden or stop interstate commerce; that the employees of the Brunswick plant, with the exception of the clerical and supervisory staffs, constitute a proper unit for the purposes of collective bargaining; that the Locals represented a majority of the workers of the Brunswick plant; and that the respondent has refused to bargain collectively with the Locals. The statement of exceptions also contends that the Trial Examiner erred in failing to make certain enumerated findings, hereinafter discussed.

As to those exceptions to the Trial Examiner's findings relative to interstate commerce, appropriate unit, the designation of the Locals by a majority and the respondent's failure to bargain collectively, the Board is of the opinion that the Trial Examiner did not err in his findings and that such findings are correct and justified by the entire record in the case. Certain other exceptions do not merit discussion in view of the findings of fact made herein and because they are immaterial. We will, however, deal with several exceptions to the failure of the Trial Examiner to make certain findings.

Exception No. 13 states that "the respondent at all times conferred with the Locals, the Employees' Representation Plan and

individual employees on matters of alleged grievances and complaints and that such grievances have been happily adjusted". Section 8, subdivision (5) of the Act makes it an unfair labor practice to refuse to bargain collectively with the representatives of employees; and Section 9(a) provides that representatives designated by a majority of the employees in a unit appropriate for the purposes of collective bargaining shall be the exclusive representatives of all the employees in such unit. Collective bargaining means more than the discussion of individual problems and grievances with employees or groups of employees. It means that the employer is obligated to negotiate in good faith with his employees as a group, through their representatives, on matters of wages, hours and basic working conditions and to endeavor to reach an agreement for a fixed period of time. The respondent's conception of its duty is merely to consider any grievances its individual employees may care to present, discuss them and then act upon them as it may deem fit. (See Finding of Fact 22.) It is evident that the grievances that the respondent discussed and was willing to discuss were the individual problems of its employees and matters of ordinary detail, and did not pertain to the employees as a group. The recognized subjects of collective bargaining are wages, hours and basic working conditions; therefore, the duty of an employer to bargain collectively is not at all exhausted when he considers individual grievances.

Exception No. 14 points out that there have been no labor complaints as to working conditions that have not been satisfied at all times. That all individual complaints as to working conditions have at all times been satisfactorily settled does not constitute a proper discharge of the respondent's obligations under Section 8, subdivision (5) of the Act, and cannot be said to preclude the employees from engaging in an effort to bargain concertedly with their employer on matters of wages, hours and basic working conditions. The failure to bargain collectively is the basis of the present complaint, not respondent's failure to adjust individual complaints.

Exception No. 18 excepts to the failure to find that "the effort of the Locals to have the respondent sign a contract drawn by the Locals was coercive and invaded the respondent's liberties". The Locals did not intend nor did they demand that the respondent sign the contract which they submitted. At each conference the Locals submitted a draft agreement which they intended to be used as the basis for negotiation in their effort for collective bargaining. (Finding of Fact 22.) In view of the position taken by the respondent at the conferences, the parties never reached the point at which the discussion of an agreement could begin.

THE PETITION

The finding in paragraph 20 above, that the Locals have been designated by a majority of the employees operates as a certification. The taking of a secret ballot pursuant to Section 9(c) is therefore unnecessary, and the petition filed by the Locals for certification of representatives will be denied.

CONCLUSIONS OF LAW

Upon all findings of fact hereinabove made, and upon the entire record in the proceeding, the Board finds and concludes as a matter of law that:

1. The employees of the respondent at its Brunswick plant, except those engaged in a clerical or supervisory capacity, constitute a unit, appropriate for the purposes of collective bargaining, within the meaning of Section 9(b) of the Act.

2. By virtue of Section 9 (a) of the Act, Local Nos. 310 and 318, International Association of Oil Field, Gas Well and Refinery Workers of America, having been designated as representatives for the purposes of collective bargaining by a majority of the employees in the Brunswick plant, except those engaged in a clerical or supervisory capacity, are the exclusive representatives of all the employees in said unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

3. The respondent has refused to bargain collectively with Local Nos. 310 and 318, the representatives of its employees, and by reason of such refusal, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (5) of the Act.

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

ORDER

On the basis of the findings of fact, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that:

1. The respondent, Atlantic Refining Company, and its officers and agents shall:

a. Cease and desist from refusing to bargain collectively with Local Nos. 310 and 318, International Association of Oil Field, Gas Well and Refinery Workers of America, as the exclusive representatives of all its employees in the Brunswick plant, other than those engaged in a supervisory and clerical capacity, for the purposes of collective

bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

b. Take the following affirmative action, which the Board finds will effectuate the policies of the National Labor Relations Act: Upon request, bargain collectively with Local Nos. 310 and 318, International Association of Oil Field, Gas Well and Refinery Workers of America, as the exclusive representatives of all its employees in the Brunswick plant, other than those engaged in a supervisory and clerical capacity, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

2. The petition for certification of representatives, filed by Local Nos. 310 and 318, International Association of Oil Field, Gas Well and Refinery Workers of America, is hereby denied.

[SAME TITLE]

AMENDMENT OF DECISION

March 20, 1936

The National Labor Relations Board, having duly issued its decision in this matter on March 19, 1936, and being fully advised in the premises, hereby issues its Amendment of Decision, making the following changes and additions:

1. By adding to the Findings of Fact in the decision the following paragraph:

26. By its refusal to bargain collectively with the representatives of its employees, the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. By changing paragraph 26 of the Findings of Fact in the decision to paragraph 27.

3. By adding to the Conclusions of Law in the decision the following paragraph:

4. By interfering, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (1) of the Act.

4. By changing paragraph 4 in the Conclusions of Law in the decision to paragraph 5.