

Haddon House Food Products, Inc. and Teamsters Local Union No. 115, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

Local 80, Food and Allied Service Workers Chartered by United Food and Commercial Workers, AFL-CIO and Teamsters Local Union No. 115, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Cases 4-CA-12404 and 4-CB-4369

23 March 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS
ZIMMERMAN AND HUNTER

Upon a charge, as amended, duly filed by Teamsters Local Union No. 115, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as Charging Party Local 115, in Case 4-CA-12404, the General Counsel of the National Labor Relations Board, by the Acting Regional Director for Region 4, issued a complaint and notice of hearing, dated 16 December 1981 against Haddon House Food Products, Inc. and Flavor Delight, Inc., hereinafter referred to as Respondent Employer. Thereafter, upon a charge duly filed by Charging Party Local 115 in Case 4-CB-4369, the General Counsel, by the Regional Director for Region 4, issued an order consolidating cases and consolidated complaint and notice of hearing, dated 5 February 1982, against Respondent Employer and Local 80, Food and Allied Service Workers chartered by United Food and Commercial Workers, AFL-CIO, hereinafter referred to as Respondent Local 80. The consolidated complaint alleges that Respondent Employer has engaged in certain unfair labor practices affecting commerce within the meaning of Sections 8(a)(1), (2), and (3) and 2(6) and (7) of the National Labor Relations Act, as amended, and that Respondent Local 80 has engaged in certain unfair labor practices affecting commerce within the meaning of Sections 8(b)(1)(A) and (2) and 2(6) and (7) of the Act. Copies of the charges, the complaint, and order consolidating cases and consolidated complaint and notice of hearing were duly served on the parties. Respondent Employer and Respondent Local 80 filed answers to the consolidated complaint, denying that they committed any unfair labor practices.

Thereafter, the parties entered into a stipulation of facts and jointly petitioned the Board to transfer this proceeding directly to the Board for findings of fact, conclusions of law, and an order. The parties stipulated that the charges, the complaint, and

the answer in Case 4-CA-12404, the order consolidating cases and the consolidated complaint and notice of hearing and answers thereto in Cases 4-CA-12404 and 4-CB-4369, the order postponing hearing indefinitely, the stipulation of facts, and the Board and court proceedings in *Haddon House Food Products. (Haddon House I)*,¹ constitute the entire record in these cases. The parties also waived a hearing before, and the making of findings of fact and conclusions of law by, an administrative law judge, and the issuance of an administrative law judge's decision.

On 30 July 1982 the Board issued its order approving the stipulation and transferring these proceedings to the Board. Thereafter, counsel for the General Counsel, Respondent Employer, Respondent Local 80, and Charging Party Local 115 filed briefs in support of their positions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the stipulation, the briefs, and the entire record in these proceedings, and makes the following

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT EMPLOYER

Respondent Employer Haddon House Food Products, Inc. and Flavor Delight, Inc. have at all times material herein been New Jersey corporations and affiliated businesses located on the same premises in Medford, New Jersey, having a common management and labor relations policy, and constitute a single employer within the meaning of the Act. Respondent Employer is, and has been at all times material herein, engaged in the manufacture, sale, and distribution of food products. During the past year, in the course and conduct of its business operations, Respondent Employer sold and shipped goods valued in excess of \$50,000 directly to points outside the the State of New Jersey.

The parties have stipulated, and we find, that Respondent Employer 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 ORGANIZATIONS INVOLVED

Local 80, Food and Allied Service Workers chartered by United Food and Commercial Workers, AFL-CIO is, and has been at all times material

¹ 242 NLRB 1057 (1979), enf'd. 640 F.2d 392 (D.C. Cir. 1981); 260 NLRB 1060 (1982).

herein, a labor organization within the meaning of Section 2(5) of the Act.

Teamsters Local Union No. 115, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. Facts

On 19 November 1975 Charging Party Local 115 filed with the Board a representation petition in Case 4-RC-11923 seeking to represent certain production and warehouse employees of Respondent Employer. Pursuant to an unfair labor practice charge filed against Respondent Employer on 21 November 1975 by Charging Party Local 115 in Case 4-CA-7700, said representation petition has been held in abeyance and, at all times relevant herein, has continued to be held in abeyance, pending disposition of said unfair labor practice charge. At no time has said petition been dismissed or withdrawn.

On 12 June 1979, following issuance of an administrative law judge's decision in Case 4-CA-7700, the Board in *Haddon House I*² found that Respondent Employer had engaged in numerous violations of Section 8(a)(1) and (3) of the Act in response to its employees' organizational activities in support of Charging Party Local 115, and further violated Section 8(a)(1) and (3) by refusing to reinstate unfair labor practice strikers on their unconditional offer to return to work. In its remedy, the Board ordered, inter alia, a series of extraordinary notice and access remedies, but declined to issue a bargaining order. Thereafter, the Board's Order was enforced by the United States Court of Appeals for the District of Columbia.³ On 4 November 1981, following denial of writs of certiorari by the United States Supreme Court, the court of appeals entered its judgment therein. Subsequently, on 22 December 1981 Respondent Employer filed with the Board a motion for reconsideration and modification of its Order in Case 4-CA-7700, and for reopening of the record and rehearing. On 19 March 1982 the Board denied Respondent Employer's motion.⁴

On or about 15 June 1981, during the pendency of the petition in Case 4-RC-11923 and the unfair labor practice proceedings in Case 4-CA-7700, Respondent Local 80 commenced union organization-

al efforts among Respondent Employer's employees through leafleting and meetings. On 29 June 1981 Respondent Local 80 demanded recognition from Respondent Employer as the exclusive bargaining representative of Respondent Employer's employees. On 8 July 1981, pursuant to a card check conducted on that date, the American Arbitration Association certified that a majority of Respondent Employer's production and warehouse employees desired representation by Respondent Local 80 for the purpose of collective bargaining. Charging Party Local 115 had no knowledge of this proceeding before the American Arbitration Association.⁵ On or about 8 July 1981 Respondent Employer granted recognition to Respondent Local 80 as the exclusive representative of Respondent Employer's production and warehouse employees. Thereafter, on or about 24 July 1981 Respondent Employer and Respondent Local 80 entered into and, since said date, have maintained and given effect to collective-bargaining agreements covering the rates of pay, wages, hours of employment, and other terms and conditions of employment of Respondent Employer's production and warehouse employees.⁶ These agreements contain, inter alia, the following provision:

Union Security

All employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall maintain their membership in good standing, as a condition of employment, for the duration of this Agreement. All employees who are not members of the Union in good standing and all employees hired on or after the effective date of this Agreement shall, as a condition of employment, become members of the Union within 30 calendar days following the effective date of this Agreement or date of employment, whichever is the later, and thereafter shall maintain Union membership in good standing for the duration of this Agreement. For the purpose of this Agreement the term

⁵ Respondent Employer did not notify the American Arbitration Association that Charging Party Local 115 had filed a representation petition with the Board or that there were unremedied unfair labor practices found by the Board in Case 4-CA-7700.

⁶ The collective-bargaining agreements set forth the following units: All production employees employed at Respondent Employer's Medford, New Jersey location, including packers and leadmen, excluding office employees, guards, salespersons and supervisors as defined in the National Labor Relations Act; and, All warehouse employees employed by Respondent Employer at its Medford, New Jersey location, including pickers, packers, general warehouse employees, and truck drivers, excluding office employees, guards, salespersons and supervisors as defined in the National Labor Relations Act.

² 242 NLRB 1057 (1979).

³ 640 F.2d 392 (D.C. Cir. 1981). The court did not enforce that portion of the Board's Order requiring Respondent's manager and owner to personally read to employees the contents of the Board's notice.

⁴ 260 NLRB 1060 (1982).

“good standing” is defined to refer only and be limited to the payment of Union membership dues and initiation fees.

At the time Respondent Employer granted recognition to, and entered into the collective-bargaining agreements with, Respondent Local 80, there was pending with the Board the representation petition in Case 4-RC-11923, and Respondent Employer had not fully remedied the unfair labor practices found by the Board in Case 4-CA-7700.⁷ Respondent Local 80 assertedly had no knowledge of the aforesaid petition or unremedied unfair labor practices at the time it obtained recognition and entered into said collective-bargaining agreement. At all times relevant herein, Charging Party Local 115 has maintained a continuing interest in representing Respondent Employer’s production and warehouse employees.

B. Contentions of the Parties

The General Counsel and Charging Party Local 115 contend that Respondent Employer violated Section 8(a)(1), (2), and (3) by granting recognition to and entering into a collective-bargaining agreement with Respondent Local 80 and by maintaining and giving effect to the union-security provision contained in said agreement. They contend further that Respondent Local 80 violated Section 8(b)(1)(A) and (2) by obtaining recognition from and entering into a collective-bargaining agreement with Respondent Employer and by maintaining and giving effect to the union-security provision contained therein. The General Counsel and Charging Party Local 115 submit that the foregoing conduct was unlawful because it occurred at a time when Charging Party Local 115’s representation petition was pending before the Board and while there were also pending the unfair labor practice proceedings pertaining to Respondent Employer’s employees, which unfair labor practices remained unremedied at the time of recognition and entry into said collective-bargaining agreements. Respondent Employer contends⁸ that its grant of recognition was lawful because it was undertaken pursuant to its employees’ exercise of freedom of choice after a sufficient demonstration of an uncoerced majority

in support of Respondent Local 80, and that invalidation of this collective-bargaining relationship may result in labor strife. Respondent Employer further contends that in view of the passage of time Charging Party Local 115’s outstanding representation petition was stale and no longer raised a real question concerning representation. Respondent Local 80 contends that the petition, filed 6 years prior to the grant of recognition, should not preclude such recognition where it was undertaken pursuant to the majority support of Respondent Employer’s employees and where Respondent Local 80 had no knowledge of the prior representation petition or any unremedied unfair labor practices on the part of Respondent Employer.

C. Analysis and Conclusions

In accordance with our decision in *Bruckner Nursing Home*, 262 NLRB 955 (1982), we find that Respondent Employer violated Section 8(a)(1) and (2) by granting recognition and entering into collective-bargaining agreements, and that Respondent Local 80 violated Section 8(b)(1)(A)⁹ by accepting recognition, at a time when a valid representation petition was pending with respect to the production and warehouse employees at issue. As we noted in *Bruckner Nursing Home*, once notified of a valid petition in an initial organizing situation, as here, an employer *must* refrain from recognizing any rival union. While we fully recognize that the factual context arising herein is somewhat unusual—inasmuch as the representation petition was held in abeyance or “blocked” for several years by the filing and litigation of a meritorious unfair labor practice charge—the resolution of the representation issue through a Board election rather than through employer recognition equally is essential under the circumstances herein. Despite the prolonged nature of the unfair labor practice proceedings, the essential facts remain that Charging Party Local 115 had substantial employee support when its petition was filed, that its petition was still pending before the Board when the unlawful recognition here was conferred, and that Charging Party Local 115 at all pertinent times maintained a continuing interest in representing Respondent Employer’s employees.¹⁰ Accordingly, notwithstanding

⁷ At the time of recognition and entry into the aforesaid collective-bargaining agreements, Respondent Employer had not complied fully with the Board’s Order, as enforced by the United States Court of Appeals for the District of Columbia, in Case 4-CA-7700, inasmuch as it had not offered reinstatement to three unfair labor practice strikers and had failed to take other affirmative action set forth in said Order. Respondent Employer had complied partially in other respects by offering reinstatement and reinstating certain other employees and strikers.

⁸ Respondent Employer’s motion for oral argument is hereby denied as the record and briefs adequately present the issues and positions of the parties.

⁹ By accepting the benefits of such unlawful recognition, we find that Respondent Local 80 violated Sec. 8(b)(1)(A) irrespective of its good-faith lack of knowledge of the pending representation petition or the unremedied unfair labor practices. See *Ladies Garment Workers (Bernhard-Altman Texas Corp.) v. NLRB*, 366 U.S. 731 (1961); *Bristol Consolidators*, 239 NLRB 602 (1978).

¹⁰ The parties stipulated that Charging Party Local 115 maintained a continuing interest in representing these employees. It should also be noted that, while a majority of the Board declined to issue a bargaining

Continued

ing the passage of several years, it is paramount that resolution of the question concerning representation be resolved ultimately by the Board's election processes rather than by an employer's usurpation of this function by virtue of its own grant of recognition to one of two rival unions. While this may result in a prolonged period during which employees may be without desired representation, the alternative—to permit a private conferral of recognition apart from the Board's representation processes once the petition has been placed in abeyance—would encourage delay in the administration of concurrent unfair labor practice proceedings, would encourage circumvention of the Board's election processes, and would erode substantially the viability of the Board's essential and longstanding "blocking" policy customarily applied when unfair labor practice charges are filed concurrent with the filing of a representation petition. *Edwin J. Schlachter Meat Co.*, 100 NLRB 1171 (1952); *Todd Shipyards Corp.*, 5 NLRB 20, 25 (1938).¹¹ In short, so long as a valid representation petition seeking to represent an employer's employees remains outstanding and has not been withdrawn or dismissed, the prolonged litigation of a concurrent unfair labor practice proceeding involving the same employer cannot serve to invalidate the strict requirement of employer neutrality set forth in *Bruckner Nursing Home*.

Further, in view of the existence of unremedied unfair labor practices of an "outrageous and pervasive" character found in *Haddon House I* as "likely to have a continuing coercive effect on the free exercise by employees of their Section 7 rights long after the violations have occurred,"¹² it is evident that Respondent Local 80 cannot be deemed to have represented an uncoerced majority of Respondent Employer's employees at the time of recognition. Accordingly, conferral of recognition by Respondent Employer in these circumstances, accompanied by Charging Party Local 115's continued interest in representing these employees, violated the Act. *Riviera Manor Nursing Home*, 220 NLRB 124, 125 (1975).

Finally, as Respondent Employer and Respondent Local 80 have executed collective-bargaining agreements containing a union-security provision and have given effect to such provision, such conduct further violates Section 8(a)(3) and Section

8(b)(2) of the Act, respectively, *Bristol Consolidators*, above.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

CONCLUSIONS OF LAW

1. Haddon House Food Products, Inc. and Flavor Delight, Inc. are a single employer within the meaning of the Act and an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Local 80, Food and Allied Service Workers chartered by United Food and Commercial Workers, AFL-CIO and Teamsters Local Union No. 115, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America are, and at all times material herein have been, labor organizations within the meaning of Section 2(5) of the Act.

3. By recognizing Respondent Local 80 as the exclusive bargaining representative of its production and warehouse employees and by entering into and maintaining in effect collective-bargaining agreements covering the rates of pay, wages, hours of employment, and other terms and conditions of employment, which agreements include a union-security provision, Respondent Employer has engaged in unfair labor practices within the meaning of Section 8(a)(1), (2), and (3) of the Act.

4. By obtaining recognition as the exclusive bargaining representative of Respondent Employer's production and warehouse employees and by entering into and maintaining in effect collective-bargaining agreements covering the rates of pay, wages, hours of employment, and other terms and conditions of employment, which agreements include a union-security provision, Respondent Local 80 has engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) and (2) of the Act.

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

THE REMEDY

Having found that Respondent Employer has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1), (2), and (3)

order in Case 4-CA-7700, Charging Party Local 115 petitioned the United States Supreme Court for certiorari seeking a bargaining order in that case, thereby evincing a continued interest in representing Respondent Employer's employees concurrent with the grant of recognition to Respondent Local 80.

¹¹ In agreeing with the result in this case, Member Hunter does not pass on the continued validity of the Board's so-called blocking policy.

¹² *Haddon House Food Products*, above at 1058.

and that Respondent Local 80 has engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(1)(A) and (2), we shall order them, respectively, to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

In order to remedy the effects of the unfair labor practices discussed above, we shall order Respondent Employer to withdraw and withhold all recognition from Respondent Local 80 as the collective-bargaining representative of Respondent Employer's production and warehouse employees, at its Medford, New Jersey location, and cease giving any force or effect to any collective-bargaining agreement with Respondent Local 80 covering such employees, or to any modifications, extensions, supplements, or renewals of such contract or contracts, unless and until Respondent Local 80 shall have been certified as bargaining representative pursuant to a Board-conducted election among such employees of Respondent Employer in a unit or units appropriate for collective bargaining. Further, we shall order Respondent Local 80 to withdraw from acting as bargaining representative of the aforesaid employees or giving any force or effect to such aforesaid bargaining agreements, unless and until Respondent Local 80 shall have been certified as bargaining representative pursuant to a Board-conducted election. However, nothing in the Order set forth hereinafter shall be construed to authorize or require Respondent Employer to withdraw or eliminate any wage increase or other benefits or terms and conditions of employment which may have been established pursuant to that agreement or agreements, except with respect to those agreements' union-security provision which may no longer be enforced. Respondents will be required jointly and severally to reimburse all present and former employees for all initiation fees, dues, or other moneys paid pursuant to the unlawful union-security agreement with interest thereon to be computed as prescribed in *Florida Steel Corp.*, 231 NLRB 651 (1977).

As noted previously herein, in *Haddon House I* we ordered Respondent Employer to undertake a series of extraordinary notice and access remedies in order to effectuate the policies of the Act. Those remedies stemmed from the commission of egregious unfair labor practices committed by Respondent Employer in 1975, approximately 6 years prior to the unfair labor practices found in the instant proceeding. The access remedies ordered therein were to run for a period of 2 years from the date the required notice was posted in *Haddon House I*. In these circumstances, and noting that the record fails to establish that Respondent Employer com-

plied fully with the full scope of remedies ordered in *Haddon House I* prior to the commission of the unfair labor practices found herein, we shall order that the access remedies ordered in *Haddon House I* be extended for an additional 2-year period from the date the required notice ordered in this proceeding is posted.¹³ However, as it is evident that the unfair labor practices found in the instant proceeding are not as pervasive as those arising in *Haddon House I*, we shall not require Respondent Employer to engage in the full panoply of extraordinary remedies ordered therein.¹⁴

On the basis of the foregoing findings of fact, conclusions of law, and the entire record, we make the following

ORDER

The National Labor Relations Board hereby orders that

A. Respondent Haddon House Food Products, Inc. and Flavor Delight, Inc., Medford, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

¹³ We view this extension of the 2-year access period as necessary in order to render meaningful the extraordinary remedies ordered in *Haddon House I*. As the unfair labor practices found in the instant proceeding antedated full compliance in *Haddon House I*, extension of the access period is necessary to effectuate the policies of the Act and is analogous to extension of certification year under *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962). Thus, even assuming that Charging Party Local 115 may be granted access to Respondent Employer's facility prior to compliance in the instant proceeding, such access is of limited practical significance in remedying the violations found in *Haddon House I* if it should occur while Respondent Local 80 is the recognized bargaining representative operating under a collective-bargaining agreement. Unless and until Respondents cease such recognition and application of their collective-bargaining agreement, as well as undertake the other remedies ordered herein, the remedial access provisions are likely to be ineffective if undertaken contemporaneous with the entrenched presence of a rival labor organization. Further, in view of the prolonged unlawful presence of Respondent Local 80 as recognized bargaining representative, we are persuaded that an extension of the remedial access remedy ordered in *Haddon House I* will not compromise the Board's election processes, should such an election occur in the future, inasmuch as these limited access requirements are intended, as near as possible, to return the parties to the status quo existing prior to the commission of numerous unfair labor practices adversely affecting employees' exercise of Sec. 7 rights on behalf of Charging Party Local 115.

¹⁴ Member Zimmerman would order the full extent of remedies found appropriate in *Haddon House I*, except for the requirement that the Respondent Employer's manager and owner read the notice to the assembled employees. Accordingly, in addition to the remedies ordered by his colleagues, Member Zimmerman would require Respondent Employer to mail a copy of the appropriate Board notice to each and every employee at his or her home address and include a copy in appropriate company publications, publish in local newspapers of general circulation copies of the Board's notice twice weekly for a period of 4 weeks and, on request of Charging Party Local 115 made within 1 year of the issuance of the Order here, make available to Local 115, without delay, a list of names and addresses of all employees employed at the time of the request. In addition, Member Zimmerman would include a broad cease-and-desist order requiring Respondent Employer to cease from in any other manner interfering with, restraining, or coercing employees in the exercise of their Sec. 7 rights.

(a) Assisting, aiding, supporting, recognizing, or negotiating with Local 80, Food and Allied Service Workers chartered by United Food and Commercial Workers, AFL-CIO, as the exclusive collective-bargaining representative of all production and warehouse employees employed at Respondent Employer's Medford, New Jersey location, unless and until such labor organization is certified by the Board as the exclusive collective-bargaining representative of said employees pursuant to Section 9(c) of the Act.

(b) Entering into, maintaining, enforcing, or giving effect to any collective-bargaining agreement with Local 80, Food and Allied Service Workers, dated 24 July 1981, pertaining to production and warehouse employees at its Medford, New Jersey location or any extension, renewal, or modification thereof; provided, however, that nothing in this Order shall authorize, allow, or require the withdrawal or elimination of any wage increases or other benefits which may have been established pursuant to such agreement.

(c) Requiring as a condition of employment that all production and warehouse employees at Respondent Employer's Medford, New Jersey location who are members of Local 80, Food and Allied Service Workers, remain members in good standing, or that those employees who are not members shall become members, as a condition of employment, within 30 calendar days following their date of employment or effective date of a collective-bargaining agreement and thereafter maintain their membership in good standing.

(d) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Withdraw and withhold all recognition from Local 80, Food and Allied Service Workers, as the collective-bargaining representative of its production and warehouse employees at their Medford, New Jersey location, unless and until said labor organization has been duly certified by the National Labor Relations Board as the exclusive representative of such employees.

(b) Jointly and severally with Local 80, Food and Allied Service Workers, reimburse all present and former production and warehouse employees employed at its Medford, New Jersey location for all initiation fees, dues, assessments, or any other moneys which may have been paid by or withheld from them pursuant to the aforesaid collective-bargaining agreements, together with interest on the moneys due to be computed in the manner set

forth in the section of this Decision and Order entitled "The Remedy."

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to determine the amount of all union dues, initiation fees, assessments, or other moneys which have been paid to Local 80, Food and Allied Service Workers, and are subject to reimbursement to employees under the terms of this Order.

(d) Post at its location in Medford, New Jersey, copies of the attached notice marked "Appendix."¹⁵ Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Immediately upon request of Teamsters Local 115, for a period of 2 years from the date on which the aforesaid notice is posted, grant Teamsters Local 115 and its representatives reasonable access to plant bulletin boards and all places where notices to employees are customarily posted.

(f) Immediately upon request of Teamsters Local 115, for a period of 2 years from the date on which the aforesaid notice is posted, permit a reasonable number of union representatives access for reasonable periods of time to nonwork areas, including but not limited to canteens, cafeterias, rest areas, and parking lots, within its Medford, New Jersey location, so that Teamsters Local 115 may present its views on unionization to employees orally and in writing, in such areas during changes of shift, breaks, mealtimes, or other nonwork periods.

(g) In the event that during a period of 2 years following the date on which the aforesaid notice is posted, any supervisor or agent of Respondent Employer convenes any group of employees at its Medford, New Jersey location and addresses them on the question of union representation, give Teamsters Local 115 reasonable notice thereof and afford the representative of Teamsters Local 115 a reasonable opportunity to be present at such speech, and, on request, give one of them equal

¹⁵ If this 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."

time and facilities to address the employees on the question of union representation.

(h) In any election which the Board may schedule at Respondent Employer's Medford, New Jersey location within a period of 2 years following the date on which the aforesaid notice is posted, and in which Teamsters Local 115 is a participant, permit, on request of Teamsters Local 115, at least two of its representatives reasonable access to the plant and appropriate facilities to deliver a 30-minute speech to employees on working time, the date thereof to be not more than 10 working days, but not less than 48 hours, prior to any such election.

(i) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

B. Respondent Local 80, Food and Allied Service Workers chartered by United Food and Commercial Workers, AFL-CIO, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Acting as exclusive bargaining representative of the production and warehouse employees employed at Respondent Employer's Medford, New Jersey location, for the purposes of collective bargaining, unless and until such labor organization shall have been certified by the Board as the collective-bargaining representative of said employees pursuant to Section 9(c) of the Act.

(b) Entering into, maintaining, enforcing, or giving effect to any collective-bargaining agreement with Respondent Employer dated 24 July 1981 pertaining to Respondent Employer's production and warehouse employees at its Medford, New Jersey location, or any extension, renewal, or modification thereof.

(c) Requiring as a condition of employment that all production and warehouse employees at Respondent Employer's Medford, New Jersey location, who are members of said labor organization, remain members in good standing, or that those employees who are not members shall become members, as a condition of employment, within 30 calendar days following their date of employment or effective date of a collective-bargaining agreement and thereafter maintain their membership in good standing.

(d) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

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

(a) Jointly and severally with Respondent Employer reimburse all present and former production and warehouse employees employed at Respondent

Employer's Medford, New Jersey location for all initiation fees, dues, assessments, or any other moneys which may have been paid or withheld from them pursuant to the aforesaid collective-bargaining agreements, together with interest on the moneys due to be computed in the manner set forth in the section of this Decision and Order entitled "The Remedy."

(b) Post at its locations in Medford, New Jersey, copies of the attached notice marked "Appendix."¹⁶ Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Forward to the Regional Director for Region 4 signed copies of the aforesaid notice for posting by Respondent Employer at its Medford, New Jersey location for 60 consecutive days in places where notices to employees are customarily posted.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

¹⁶ See fn. 15, above.

APPENDIX A

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

WE WILL NOT assist, aid, support, recognize, or negotiate with Local 80, Food and Allied Service Workers, as the collective-bargaining representative of employees at our Medford, New Jersey location, unless and until that labor organization is certified by the National Labor Relations Board to act as such representative.

WE WILL NOT enter into, maintain, enforce, or give effect to any collective-bargaining agreement with Local 80, Food and Allied Service Workers, at our Medford, New Jersey location, including the agreement dated 24 July 1981, or any extension, renewal, or modification thereof; provided that WE WILL NOT withdraw or eliminate any wage increases or other benefits which have been put into effect as a result of any such agreement.

WE WILL NOT require, as a condition of employment, that employees at our Medford, New Jersey

location become or remain members of Local 80, Food and Allied Service Workers.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL withdraw and withhold recognition from Local 80, Food and Allied Service Workers, as the collective-bargaining representative of employees at our Medford, New Jersey location, unless and until that labor organization is certified by the National Labor Relations Board.

WE WILL jointly and severally with Local 80, Food and Allied Service Workers, reimburse all former and present employees at our Medford, New Jersey location for any initiation fees, dues, assessments, or any other moneys which may have been paid by or withheld from them under our contract with Local 80, Food and Allied Service Workers, plus interest.

WE WILL, immediately on request of Teamsters Local Union No. 115, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, grant it and its representatives reasonable access to our bulletin boards and all places where notices to employees are customarily posted.

WE WILL, immediately on request of Teamsters Local 115, grant it and its representatives reasonable access to our plant in nonwork areas during employees' nonwork time in order that Teamsters Local 115 may present its views on unionization to employees, orally and in writing, in such areas during changes of shift, breaks, mealtimes, or other nonwork periods.

WE WILL, if we gather together any group of our employees on worktime at our plant and speak to them on the question of union representation, give Teamsters Local 115 reasonable notice and give two of their representatives a reasonable opportunity to be present at such speech and, on request, give one of them equal time and facilities also to speak to you on the question of union representation.

WE WILL, in any election which the Board may schedule at our plant and in which Teamsters Local 115 is a participant, permit, on request by Teamsters Local 115, at least two of their representatives reasonable access to the plant and appropriate facilities to speak to you for 30 minutes on working time, not more than 10 working days, but not less than 48 hours prior to the election.

WE WILL apply at our Medford, New Jersey location the four paragraphs immediately preceding

this one for a period of 2 years from the date of posting of this notice, or until the National Labor Relations Board certifies the results of a fair and free election, whichever comes first.

Our employees have the right to join any labor organization, or to refrain from doing so.

HADDON HOUSE FOOD PRODUCTS,
INC. AND FLAVOR DELIGHT, INC.

APPENDIX B

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

WE WILL NOT act as the collective-bargaining representative of employees employed at Haddon House Food Products, Inc. and Flavor Delight, Inc.'s location in Medford, New Jersey, unless and until we are certified by the National Labor Relations Board to act as such representative.

WE WILL NOT enter into, maintain, enforce, or give effect to any collective-bargaining agreement with Haddon House Food Products, Inc. and Flavor Delight, Inc., at its Medford, New Jersey location, including the agreement dated 24 July 1981 or any extension, renewal, or modification thereof, and WE WILL NOT seek the withdrawal or elimination of any wage increases or other benefits which have been put into effect as a result of any such agreement.

WE WILL NOT require that employees employed at Haddon House Food Products, Inc. and Flavor Delight, Inc.'s location at Medford, New Jersey, as a condition of employment, become or remain members of our labor organization.

WE WILL NOT in any like or related manner restrain or coerce employees and/or members in the rights guaranteed them by Section 7 of the Act.

WE WILL jointly and severally with Haddon House Food Products, Inc. and Flavor Delight, Inc. reimburse all former and present employees employed at its Medford, New Jersey location for any initiation fees, dues, assessments, or any other moneys which may have been paid or withheld from them under our contract with Haddon House Food Products, Inc. and Flavor Delight, Inc., plus interest.

LOCAL 80, FOOD AND ALLIED SERVICE WORKERS CHARTERED BY UNITED FOOD AND COMMERCIAL WORKERS, AFL-CIO