

**Krolicki Wholesale Meats, Inc. and Local 26,
United Food and Commercial Workers, AFL-
CIO. Case 7-CA-21789**

25 May 1984

DECISION AND ORDER

**BY CHAIRMAN DOTSON AND MEMBERS
ZIMMERMAN AND DENNIS**

On 6 October 1983 Administrative Law Judge Lowell Goerlich issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

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

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings,¹ findings, and conclusions and to adopt the recommended Order as modified.²

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Krolicki Wholesale Meats, Inc., Hamtramck, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 1(e).

"(e) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act."

2. Substitute the attached notice for that of the administrative law judge.

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The judge incorrectly stated in sec. III.A, par. 8, of his decision that Krolicki's bookkeeper asked employee Paul Andary how to apply the 10-percent wage reduction 10 January rather than 6 January 1983. Additionally, the judge incorrectly stated in sec. III.B.4, and Conclusion of Law 7, that the Respondent withdrew recognition from the Union 23 February rather than 22 February 1983. We correct these inadvertent errors.

² In light of the Respondent's pervasive and egregious unfair labor practices, we shall issue a broad injunctive order requiring the Respondent to cease and desist from interfering with, restraining, or coercing employees in the exercise of their Sec. 7 rights "in any other manner." *Hickmott Foods*, 242 NLRB 1357 (1979). We shall also issue a new notice to employees.

APPENDIX

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

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT discourage union or concerted activities of our employees or their membership in Local 26, United Food and Commercial Workers, AFL-CIO, or any other labor organization, by unlawfully and discriminatorily discharging our employees or discriminating against them in any manner with respect to their hire or tenure of employment or any term or condition of employment in violation of the Act.

WE WILL NOT unlawfully offer you benefits if you no longer assist and support the Union as your collective-bargaining representative.

WE WILL NOT unlawfully bypass the Union, your designated collective-bargaining agent, and deal directly with you as individuals.

WE WILL NOT withdraw recognition from and refuse to recognize and bargain with Local 26, United Food and Commercial Workers, AFL-CIO, as your exclusive representative in the appropriate unit described below.

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

WE WILL offer Leroy Vance, Jose A. Martinez, Karl Heinz Hillman, Henry Frank Jankowski, and Paul Andary immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights or privileges previously enjoyed, discharging, if necessary, any employees hired to replace them, and WE WILL make them whole for any loss of earnings and other benefits resulting from their discharge, less any net interim earnings, plus interest.

WE WILL notify each of them that we have removed from our files any reference to his discharge and that the discharge will not be used against him in any way.

WE WILL, on request, bargain collectively with Local 26, United Food and Commercial Workers, AFL-CIO, and its designated agents as the exclusive representative of our employees in the appropriate unit, with respect to wages, rates of pay, hours of employment and, if an understanding is reached, embody same in a written, signed agreement. The appropriate unit is:

All boners, box men, semi-skilled hourly rated employees, laborers, and all other hourly rated employees, employed by Respondent at its facility located at 3317 Caniff, Hamtramck, Michigan, but excluding guards and supervisors as defined in the Act.

KROLICKI WHOLESALE MEATS, INC.

DECISION

STATEMENT OF THE CASE

LOWELL GOERLICH, Administrative Law Judge. The charge filed by Local 26, United Food and Commercial Workers, AFL-CIO (the Union), on February 23, 1983, was served on Krolicki Wholesale Meats, Inc. (Respondent) on or about the same date. A complaint and notice of hearing was issued on March 30, 1983. In the complaint it was alleged that Respondent had violated Section 8(a)(1), (3), and (5) of the National Labor Relations Act.

Respondent filed a timely answer denying that it had engaged in the unfair labor practices alleged.

The case came on for hearing on August 3, 1983, in Detroit, Michigan. Each party was afforded a full opportunity to be heard, to call, examine, and cross-examine witnesses, to argue orally on the record, to submit proposed findings of fact and conclusions, and to file briefs. All briefs have been carefully considered.

On the entire record in this case and from my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT, CONCLUSIONS, AND REASONS THEREFOR

1. BUSINESS OF RESPONDENT

Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of Michigan.

At all times material herein, Respondent has maintained its only office and place of business at 3317 Caniff, Hamtramck, Michigan, herein called the Hamtramck place of business. Respondent is, and has been at all times material herein, engaged in the processing, boning, and wholesale sale and distribution of beef and related products. Respondent's place of business located in Hamtramck, Michigan, is the only facility involved in this proceeding.

During the year ending December 31, 1982, which period is representative of its operations during all times material hereto, Respondent, in the course and conduct of its business operations, purchased and caused to be transported and delivered to its Hamtramck place of business beef and other goods and materials valued in excess of \$50,000, which were transported and delivered to its place of business in Hamtramck, Michigan, directly from points located outside the State of Michigan.

Respondent is now 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

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

III. THE UNFAIR LABOR PRACTICES

A. *The Facts*

Leonard Krolicki was and is the president and owner of Krolicki Wholesale Meats, Inc., Respondent herein. He has been in business for 35 years and for many years Respondent had been under a labor agreement with the Charging Party. The last such labor agreement expired on November 23, 1982. The contractual unit at all material times herein covered a unit of five beef boners and two laborers.

Sometime prior to the expiration of the contract the beef boning business had experienced a recession which was in part due to the fact that out-of-state large competitors were shipping boxed beef to the Detroit area. Respondent, as well as other beef boners, thus underwent a decline in profits in 1982. Thus, Respondent in 1982 earned only a net profit of \$29,462.05 from sales of \$8,477,349.93 and experienced a net decrease in working capital of \$71,793.35. Because of this situation on the beef boners (who had once participated as an association) were individually seeking concessions from the Union. While negotiations were open with a number of meat boners including Respondent, negotiations were concentrated on Wolverine with the idea that, as the target company, the Union could establish a pattern for the industry with it.

With this tactic in mind, of which Respondent was aware, Harold M. Seely, recording secretary and business representative of the Union, and Krolicki agreed to an oral day-to-day extension of Respondent's contract. The same procedure in bargaining had been followed during the 1979 negotiations; that is, an agreement was reached with a "target" company and then negotiations were concluded with the remaining beef boners.

During Seely's discussion with Krolicki, Krolicki asked for concessions and observed "that no beef companies were making any money and that he and all the other companies were surely in need of relief this contract time." Indeed by reason of the decrease of the beef boning business in Detroit it was "very difficult for a [beef boner] to get another position."

During December while conversing with Paul Andary, a beef boner and the union steward, Krolicki remarked to Andary that "We shouldn't have the Union in. . . he would make it worth our while if we got out of the Union."¹

During December 1982 (on or about December 17, 1982), Krolicki without contracting the Union and without advice of counsel gave each employee along with his paycheck the following handwritten memorandum:

As of January 1, 1983, you may work under these provisions:

¹ The testimony was not denied and is credited.

1. 10% cut in wages
2. maximum 2 weeks vacation with pay
3. eliminate floating holiday
4. eliminate birthday pay
5. eliminate 2 sick days, leaving total of 3
6. freeze pension fund
7. freeze cost of living
8. freeze health & welfare
9. nothing added to the pension fund

NOTE

will honor back pay
 re: cost of living based on hours worked
 must have adjustment in paying for size of
 cattle being boned
 we will pay cost of living based on hours
 worked

The employees immediately contacted a union representative. Since Seely, who was handling the beef boners' negotiations, was on vacation, Robert Dreaver, secretary-treasurer and business agent, and George Kerris, president of Local 26, responded. The union representatives met with the five boners² and reviewed Respondent's memorandum. After the content of Respondent's memorandum had been discussed the union representatives approached Krolicki. A tentative agreement was reached with Krolicki along the lines set forth in Respondent's memorandum. In fact the entire memorandum as clarified was accepted, it being stipulated that the 10-percent reduction referred to in the memorandum would apply to regular cattle and \$1 reduction would be applied to light cattle under 450 pounds. Dreaver returned to the employees with this agreement. The employees instructed Dreaver to ask Krolicki about the bulls which were harder to bone. Krolicki agreed to allow the bulls to remain "as is." The employees then were polled; they voted 3 to 2 in favor of the agreement. Dreaver returned to Krolicki and informed him that the employees had accepted and that they had an agreement. Hands were shaken on it.³

On Thursday, January 10, 1983, Andary was asked by the bookkeeper how the 10-percent reduction was to be applied. Apparently she intended to apply it across the board including the light cattle. This information was given to the employees who concluded that Krolicki was reneging on his agreement. Later in the day Krolicki came to the cooler and talked with the beef boners. In reviewing the matter Krolicki insisted that the agreement was \$1 deduction for light cattle plus 10 percent. Andary

² Leroy Vance, Jose A. Martinez, Karl Heinz Hillman, Henry Frank Jankowski, and Paul Andary.

³ Krolicki's testimony confirmed the above-described agreement. In regard to light cattle in which apparently there was a subsequent disagreement Krolicki testified:

JUDGE GOERLICH: How about the light cattle?

THE WITNESS: And a dollar off each light cattle.

JUDGE GOERLICH: Plus ten percent?

THE WITNESS: Originally plus ten percent. And then he said they wouldn't stand still for that so I said, okay, give me a buck off on the light cattle

In Krolicki's affidavit he affirmed: "The deal with Dreaver . . . was to take ten percent off the regular cows and one dollar off the small ones, not to take ten percent off all cattle."

responded that it would be necessary to confer with the union representative again.

According to Martinez shortly thereafter Krolicki returned to the cooler and "told Jessie not to order any meat. Just to clean out the coolers and was going into boxed meat." Responding to a call from the steward informing him that Krolicki had "reneged" on the agreement, Dreaver came to the plant and met with the meat boners who advised him that Krolicki was taking a straight 10 percent off the employees' gross wages and that they felt Respondent had "reneged" and "the deal was off as far as they [were] concerned."

Dreaver then met with Krolicki and recited to him what he thought the deal had been. "Ten percent on heavy cattle, not touch the bulls, one dollar on the light cattle." Krolicki responded, "[t]hat's exactly what I agreed to." Whereupon Dreaver asked him, "[W]hat is the problem?" Krolicki replied, "I guess we just don't have a deal. Your boys dont want to work. I'm tired of the boning business. They don't want to bone and I don't want to put up with the bullshit anymore, aggravation." Dreaver replied that if Krolicki was going out of the boning business there was nothing he could do about it. Krolicki said that he would "sell some boxed meats" and to "tell the fellows that I'll get out of the boning business." Krolicki noted that he had some cattle which needed to be boned and asked whether the employees would complete them. Dreaver said that he would talk to the employees. The employees agreed and Dreaver clarified the rate as that provided under the expired contract.

Dreaver informed the employees that Krolicki was going out of the beef boning business and going into the boxed meat business.

After the employees received the word from Dreaver they continued to work the remainder of the day and the next scheduled working day which was Monday. Around 12:30 p.m., Plant Manager Davis informed the employees that there was no work for the rest of the day. Some employees put their tools away and went to the office to "mark what we had made for that period of time." Krolicki said there was no work for the next day. Andary asked whether they should return on Wednesday. Krolicki replied there would be no work on Wednesday or Thursday. He said that "he's not boning any more. He's going out of the boning business." Andary then informed the other boners who went to the office for a verification. Krolicki informed them that "he is not boning no more, there's no more work, and to cleaned out the lockers." One employee wanted to clean out his locker on the next day but Krolicki told him to do it at once.⁴ All the boners, having clean out their lockers, left. No one said that he was quitting.

At the time the employees were told to clean out their lockers Respondent had a supply of beef for boning. When Andary returned to pick up his check on the next Friday, he noticed that boners were working in Respondent's cooler.

⁴ Krolicki admitted one employee wanted to leave his tools and that he told him to "take [his] tools now."

Seely, who had been negotiating the beef boner contracts, was advised by Dreaver that Krolicki had stated that he was "getting out of the beef boning business." Seely "accepted it as a fact of life." Later Seely learned that Krolicki had placed an advertisement in the paper for beef boners and sometime later it was reported to him that some of the Union's members "saw some strange faces in the cooler at the boning table." At this time the target contract was being completed with Wolverine. Seely went to Krolicki about the middle of February and pointed out to Krolicki that a pattern settlement had been reached with Wolverine and he would like to complete an agreement with Krolicki. Krolicki replied, "I've done business with you and your Union for a long time . . . its hasn't worked out. So I've decided to do business without a Union from here on." Seely suggested that they "sit down and see if we can settle this thing and get the guys back to work." Krolicki countered, "But I told you, we're going to operate without a union and you got to do whatever you have to do."⁵ While at the Krolicki plant Seely saw five men boning.⁶

At the time the employees finished work on Monday Respondent had received a new shipment of cattle and Krolicki said he had "no idea" what he would do with it. Krolicki's affidavit further reveals that the employees had asked him if they were to work the next day and he told them to take their tools. Inconsistently, Krolicki first testified that the employees quit while in the cooler, and later said they quit when Dreaver discussed the matter with him. Krolicki said that he concluded the beef boners had quit because "they said in the cooler that they would not work under [those] conditions."

Because of Krolicki's inconsistencies, evasiveness, and demeanor, I do not consider Krolicki to be a credible witness. Nor am I convinced that the bonecutters quit. Laying aside the matter of credibility it does not appear that they would have quit during a labor dispute over what appeared to be a minor issue. Indeed, had the employees refused to work in concert as Krolicki maintained, such action certainly would have sounded in strike. Moreover, to find that the employees had quit would mean that these employees were willing to thrust themselves on a labor market where there were few, if any, jobs for bonecutters. For them to have taken such a risk does not seem reasonable. Additionally, Krolicki does not claim that any of the employees said, "I quit." Accordingly, I find that the five bonecutters did not quit but were discharged on January 10, 1983.

B. Conclusions and Reasons Therefor

1. The General Counsel alleges in his complaint that "Respondent, by its agent Leonard Krolicki . . . offered

⁵ Krolicki admitted saying, "Mr. Seely, I think I would like to get along without the Union."

⁶ Krolicki confirmed that there was a discussion in the cooler about the payment for light cattle at which time he was advised that the men would not work under such conditions. He told them to call their business agent. Business Agent Dreaver reported to him that the men "[would] not work under these conditions." To which Krolicki replied, "Well, best, we don't do any boning, okay? Let them go find a job."

Nevertheless, Krolicki insisted that the employees were not terminated but had quit.

benefits to its employees if they would no longer support" the Union. This allegation is supported by the uncontroverted testimony of employee Andary to whom Krolicki said, "we shouldn't have the Union in . . . he [Krolicki] would make it worth our while if we got out of the Union." By Krolicki's statement, being an obvious promise of a benefit, by its utterance, Respondent violated Section 8(a)(1) of the Act.

2. The General Counsel further alleges that Respondent "attempted to bypass" the Union and "deal directly with its employees . . . by issuing to them a written notice informing them that various unilaterally imposed wage and benefit decreases would become effective January 1, 1983." As detailed above the credited evidence sustains this allegation. Respondent's bypassing the Union, the designated collective-bargaining representative, and attempting to deal directly with the employees as individuals was in derogation of the rights guaranteed in Section 8(a)(5) of the Act which requires an employer to deal with the designated bargaining agent and no other. "The National Labor Relations Act makes it the duty of the employer to bargain collectively with the chosen representative of his employees. The obligation being exclusive, see § 9(a) of the Act, 29 U.S.C. § 159(a), it exacts 'the negative duty to treat with no other' . . . Bargaining carried on by the employer directly with the employees, whether a minority or majority, who have not revoked their designation of a bargaining agent, would be subversive of the mode of collective bargaining which the statute has ordained Such conduct is therefore an interference with the rights guaranteed by § 7 and a violation of § 8(a)(1) of the Act." *Medo Photo Supply Corp. v. NLRB*, 321 U.S. 678, 683, 684 (1944). Accordingly, Respondent's bypassing of the Union and dealing directly with its employees during a period in which the Union continued as its employees' statutory exclusive bargaining agent was in violation of Section 8(a)(1) of the Act.

3. Next the General Counsel alleges in his complaint that Respondent, on January 10, 1983, discharged its employees Karl Hillman, Hank Jankowski, Joe Martinez, Leroy Vance, and Paul Andary "in retaliation for their having expressed dissatisfaction with a wage and benefit decrease it negotiated" with the Union. This allegation is likewise well taken.

The credible evidence in this case discloses that the beef boners did not quit as claimed by Respondent. Not only was the dispute an apparent minor matter (in fact Krolicki had agreed to only the \$1 deduction for light cattle) but the employees had agreed to continue work and asked for future assignments. Their departure from their jobs was caused by Krolicki on the pretense that he was giving up the beef boning business and going into the boxed beef business. His subsequent action revealed that his true motive was to rid himself of the Union and its partisans. His claim that the beef boners quit was sheer fiction tailored as a defense in this proceeding. His treatment of the beef boners discouraged membership in a labor organization, was discriminatory, and was in violation of Section 8(a)(3) of the Act.

4. Finally, the General Counsel alleges that Respondent unlawfully withdrew recognition from the Union as the exclusive bargaining representative of its employees. The credited facts detailed above establish that the General Counsel's claim is well taken. Respondent in its answer has admitted, "Since on or about 1961, and at all times material herein, the Charging Party has been the designated exclusive collective bargaining representative of Respondent's employees in the unit described in paragraph 8,⁷ and since said date, the Charging Party has been so recognized. Such recognition has been embodied in successive collective bargaining agreements, the most recent of which expired on November 23, 1982." Thus the Union has been and is the admitted exclusive bargaining representative of the employees, which Respondent, since on or about February 23, 1983, has refused to recognize or bargain with. As noted above, "The National Labor Relations Act makes it a duty of the employer to bargain collectively with the chosen representative of his employees." *Medo Photo Corp.*, supra at 683. Accordingly, Respondent, by withdrawing recognition from the Union and refusing to bargain collectively with it as the exclusive representative of its employees in the appropriate unit, violated Section 8(a)(5) of the Act.

CONCLUSIONS OF LAW

1. Krolicki Wholesale Meats, Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and it will effectuate the purposes of the Act for jurisdiction to be exercised herein.

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

3. By interfering with, restraining, or coercing employees in the exercise of rights guaranteed by Section 7 of the Act, Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. By unlawfully discharging Leroy Vance, Jose A. Martinez, Karl Heinz Hillman, Henry Frank Jankowski, and Paul Andary on January 10, 1983, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(3) of the Act.

5. All boners, box men, semi-skilled hourly-rated employees, laborers and all other hourly-rated employees, employed by Respondent at its facility located at 3317 Caniff, Hamtramck, Michigan; but excluding guards and supervisors as defined in the Act, constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

6. Since on or about 1961 the Union has been the duly certified and designated exclusive representative of the employees in the unit found appropriate within the meaning of Section 8(a)(5) and (1) of the Act.

7. By withdrawing recognition from the Union as the exclusive bargaining representative of its employees in the above appropriate unit on February 23, 1983, Respondent has engaged in and is engaging in unfair labor

practices in violation of Section 8(a)(5) and (1) of the Act.

8. By refusing to recognize and bargain collectively with the Union in good faith Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

9. 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

It having been found that Respondent has engaged in certain unfair labor practices, it is recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. It having been found that Respondent unlawfully discharged Leroy Vance, Jose A. Martinez, Karl Heinz Hillman, Henry Frank Jankowski, and Paul Andary on January 10, 1983, and has since failed and refused to reinstate them, in violation of Section 8(a)(3) and (1) of the Act, it is recommended that Respondent be ordered to remedy such unlawful conduct. In accordance with Board policy, it is recommended that Respondent be ordered to offer the above-named employees immediate and full reinstatement to their former positions or, if such positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges previously enjoyed, dismissing, if necessary, any employees hired on or since the date of their discharges to fill either of said positions, and make them whole for any loss of earnings they may have suffered by reason of Respondent's acts herein detailed, by payment to them of sums of money equal to the amounts they would have earned from the date of their unlawful discharges to the date of an offer of reinstatement, less net earnings during such period, with interest thereon, to be computed on a quarterly basis in the manner established by the Board in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), and *Florida Steel Corp.*, 231 NLRB 651 (1977).⁸

On these findings of fact and conclusions of law and on the entire record in this proceeding, I issue the following recommended⁹

ORDER

The Respondent, Krolicki Wholesale Meats, Inc. Hamtramck, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discouraging union or concerted activities of its employees or their membership in Local 26, United Food and Commercial Workers, AFL-CIO, or any other labor organization, by unlawfully and discriminatorily discharging its employees or discriminating against them in any manner with respect to their hire or tenure of em-

⁷ The unit:

All boners, box men, semi-skilled hourly-rated employees, laborers and all other hourly-rated employees, employed by Respondent at its facility located at 3317 Caniff, Hamtramck, Michigan; but excluding guards and supervisors as defined in the Act.

⁸ See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

⁹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ployment or any term or condition of employment in violation of Section 8(a)(3) and (1) of the Act.

(b) Unlawfully offering benefits to its employees if they no longer assist and support the Union as their collective-bargaining agent, and dealing directly with its employees as individuals.

(c) Unlawfully bypassing the Union, the duly designated bargaining agent, and dealing directly with its employees as individuals.

(d) Unlawfully withdrawing recognition from the Union and refusing to recognize and bargain collectively with the Union as the exclusive bargaining representative of its employees in the appropriate unit described below.

(e) In any other like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act, as amended, to engage in self-organization; to form, join, or assist any union, to bargain collectively through a representative of their own choosing; to act together for the purpose of collective bargaining or other mutual aid or protection; or to refrain from the exercise of any and all of these things.

2. Take the following affirmative action which will effectuate the policies of the Act.

(a) Offer Leroy Vance, Jose A. Martinez, Karl Heinz Hillman, Henry Frank Jankowski, and Paul Andary immediate and full reinstatement to their former positions or, if such positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges previously enjoyed, discharging if necessary, any employees hired to replace them, and make them whole for any loss of pay they may have suffered by reason of Respondent's unlawful discharge of them in accordance with the recommendations set forth in the section of this Decision entitled "The Remedy."

(b) On request, bargain collectively with Local 26, United Food and Commercial Workers, AFL-CIO, and its designated agents, as the exclusive representative of its employees in the appropriate unit, with respect to wages, rates of pay, hours of employment, and, if an understanding is reached, embody same in a written, signed agreement. The appropriate unit is:

All boners, box men, semi-skilled hourly-rated employees, laborers and all other hourly-rated employees, employed by Respondent at its facility located at 3317 Caniff, Hamtramck, Michigan; but excluding guards and supervisors as defined in the Act.

(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 analyze the amount of backpay due under the terms of this Order.

(d) Expunge from the files any references to the discharges of Leroy Vance, Jose A. Martinez, Karl Heinz Hillman, Henry Frank Jankowski, and Paul Andary and notify them in writing that this has been done and that evidence of these unlawful actions will not be used as a basis for future discipline against them.

(e) Post at its Hamtramck, Michigan, facility copies of the attached notice marked "Appendix."¹⁰ Copies of the notice, on forms provided by the Regional Director for Region 7, 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.

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

IT IS FURTHER RECOMMENDED that the complaint be dismissed insofar as it alleges violations of the Act other than those found in this Decision.

¹⁰ 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."