

Civic Motor Inns t/a Holiday Inn Downtown-New Haven and Hotel and Restaurant Employees and Bartenders Union, Local 217, AFL-CIO.
Case 34-CA-4062

November 30, 1990

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
CRACRAFT AND DEVANEY

On February 9, 1990, Administrative Law Judge Howard Edelman issued the attached decision. The Respondent filed exceptions and a supporting brief. The General Counsel filed cross-exceptions seeking only to modify the judge's recommended Order¹ and an answering brief to the Respondent's exceptions.

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, findings, and conclusions only to the extent consistent with this Decision and Order.

The complaint alleges that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to engage in face-to-face negotiations with the Union since May 17, 1988.² The General Counsel contends that, as of that date, the Respondent unlawfully preconditioned further bargaining by requiring the Union either to accept the Respondent's unit work subcontracting proposal or to furnish the Respondent in advance with those proposals that it intended to make at a future negotiation meeting. The judge agreed with the General Counsel's contention and found the violation based on the parties' correspondence from March 8 through November 16, 1988.

The Respondent excepts to this finding, contending, inter alia, that the judge failed to properly consider the Respondent's obligation to bargain and the Union's requests for further bargaining in light of the lack of change in the circumstances affecting an existing bargaining impasse. We agree. Accordingly, for the reasons discussed below, we reverse the judge and find that under the particular circumstances here the Respondent could lawfully refuse to meet with the Union.

In May 1986, the Respondent voluntarily recognized the Union as the exclusive bargaining representative of a unit consisting essentially of all service and maintenance

employees working at the Respondent's New Haven hotel. From June 1986 through October 15, 1987, the Respondent and the Union engaged in 25 negotiation sessions. Regarding the issue of subcontracting of unit work, the Respondent wanted an unlimited right to subcontract, modified somewhat by certain advance notice requirements, while the Union maintained that it could never agree to the concept of unlimited subcontracting by the Respondent. The judge found that both parties were firm on their respective positions concerning subcontracting and that this issue was clearly the "major stumbling block" when contract negotiations broke off on October 15, 1987. The judge further found that the parties had reached a good-faith bargaining impasse on that date.

In letters dated March 8, April 22, May 13, October 17, and November 10, 1988, the Union repeatedly sought from Buchsbaum, the Respondent's chief negotiator, a resumption of bargaining and further meetings with the Respondent. Without supplying any of the specifics in these letters, the Union gave assurances that it wanted to negotiate a collective-bargaining agreement and that it was prepared to be "flexible" and make "new" proposals on the subcontracting issue.³ The Union, however, also indicated in its April 22 letter to Buchsbaum that it still did not agree with the Respondent's basic position of unlimited subcontracting. In this letter, after promising to make "new" proposals and representing that none of its positions was "unmovable," the Union stated, in relevant part:

We do continue to be amazed and concerned by Management's position on subcontracting: That the Union agree in the contract that Management may subcontract to another workforce not covered by the contract all or any part of the work performed by our members at the Holiday Inn at Yale; this action to be taken at any time for any reason with no recourse to the Union or the displaced workers, except that under certain circumstances Management would give a couple of weeks notice. We continue to find this position *unreasonable in the extreme* [emphasis added].⁴

³In addition to these assurances, the Union's October 17 letter to Buchsbaum added the following:

[Management's] implementation of a new wage structure only deals with one part of the problem. It is an interim measure, not a substitute for negotiations and a contract. The Union calls for the resumption of contract negotiations. The fact that Management seeks to implement wage rates and raises higher than those you proposed in negotiations and characterized then "as good as we were prepared to go" demonstrates that your position has changed. Let us sit down face to face across the bargaining table and work out a whole agreement covering not only wages but extra rooms, benefits, and rights on the job.

⁴This same message later appeared in the Union's November 10 letter to Buchsbaum as follows:

[The Union] has and is continuing to be flexible on the open issues. With respect to subcontracting, we have repeatedly sought ways to resolve this so as to deal with legitimate Management concerns while providing some job security to the employees. It is our understanding that [Management]

Continued

¹The General Counsel also filed a motion to strike the Respondent's answering brief to the cross-exceptions. In view of our disposition of the case, we find it unnecessary to pass on the General Counsel's motion, and we have not considered the Respondent's answering brief.

²The General Counsel also contended that the Respondent additionally violated Sec. 8(a)(5) and (1) by its insistence on the Union's acceptance of its subcontracting proposal. The judge dismissed this allegation, and no exceptions were filed.

The Respondent refused to meet with the Union. In his correspondence to the Union dated March 22 through November 16, 1988, Buchsbaum pointed out that the Respondent adhered to its last subcontracting proposal and that it believed that further bargaining would be futile unless the Union's "new" proposals would break the impasse reached on October 15, 1987. Throughout this period, Buchsbaum repeatedly, albeit unsuccessfully, pressed the Union to reveal whether its present indication of flexibility meant that it had changed its position that it will never accept an agreement that includes the concept of unlimited subcontracting, the Respondent's last proposal. In his April 26, 1988 letter, Buchsbaum wrote as follows:

As I indicated to you in my letter of March 22, 1988, first paragraph, the Union's position was that you would "never" [emphasis included] agree to our position concerning subcontracting. In our view, we have certainly reached impasse on that question, and unless the Union has changed its position on that issue, and your letter of April 22, and in particular the second paragraph thereof, seems to indicate no change, we see no reason to have further conversations at this time with the Union. As I indicated to you in my letter of March 22, 1988, "[i]t is clear to us that negotiations are at an impasse and have been now for months. Unless there is some reasonable indication that a resumption of negotiations would be productive, [the Respondent] is of the opinion that bargaining would be futile." For this reason, we reject your request and repeat that we have engaged in good faith bargaining with [the Union] on numerous occasions.

Then, in his May 17 letter, and as later repeated in substance in his October 19 and November 16 letters, Buchsbaum stated, in relevant part:

I have been instructed to advise you that the [Respondent] continues to adhere to its position that it is unwilling to meet with the Union for further negotiations unless and until you have furnished us with something more than a statement that you are "prepared to make new proposals when we meet, including on the issue of subcontracting." You have made such statements before,

has taken the inflexible position on this issue and that unless the Union agrees to it, you refuse to engage in further bargaining. Our understanding of your position on the subcontracting is that Management shall have the right to subcontract any or all work performed by the bargaining unit at any time for any reason. Although you offered to give a little notice under certain circumstances, Management's basic position has remained immovable: to be able to get rid of any or all groups of employees at the Holiday Inn in New Haven for any reason without those employees having any recourse or appeal. Unlike Management, the Union has nothing to gain from taking unreasonable positions at the bargaining table that prevent reaching an agreement. We continue to want to achieve a Collective Bargaining Agreement and so we continue to seek to resume negotiations immediately.

and they have not proved to be true; you have also stated that the Union will "never" move away from its position on the issue of subcontracting.

....

If, in fact, you are interested in reaching a collective bargaining agreement with [the Respondent] covering the employees at the Holiday Inn at Yale, in New Haven, Connecticut, then I suggest that you reevaluate your position and let us have from you a meaningful, substantive new proposal in the areas in which we have profound disagreement. If you are not prepared to submit new proposals which are substantively different from those in which we reached impasse, or are seemingly, hopelessly deadlocked, then I think you are wasting your own resources as well as attempting to waste ours by seeking more discussion.

The judge, in support of his finding of a violation, relied on *Fountain Lodge, Inc.*,⁵ *Chemung Contracting Corp.*,⁶ and *U.S. Cold Storage Corp.*⁷ While we have no quarrel with the well-settled principle expressed in *Fountain Lodge* and *Chemung* that an employer may not insist that collective bargaining pursuant to Section 8(d) of the Act take place by an exchange of proposals in advance of any face-to-face negotiations, as set forth below, that principle is not determinative in this case which is factually distinguishable. In those cases, unlike this one, the parties had not yet begun the bargaining process through which proposals would have been subjected to the give-and-take of negotiations. And, in *U.S. Cold Storage Corp.* an employee strike, which had preceded the union's request for resumed bargaining, was a changed circumstance suggesting the possibility that any purported bargaining impasse no longer existed and that future bargaining could be promising. Here no such intervening event exists that would be likely to affect the existing impasse or the climate of bargaining. Indeed, the result reached by the judge in this case is contrary to *Pepsi-Cola-Dr. Pepper Bottling Co.*, 219 NLRB 1200 (1975), involving similar material facts. In that case, the employer and the union reached a bargaining impasse after several months of negotiations for an initial contract. Five months later, the union negotiator asked the employer to resume bargaining and even offered "to adjust the language [in a contract recently negotiated between the union and another company] to meet the needs on an agreement" with the employer.⁸ The union did not supply any more detail of its "offer," and the employer subsequently refused to meet and bargain with the union. The judge in that case, without evidence of

⁵ 269 NLRB 674 (1984).

⁶ 291 NLRB 774 fn. 3 (1988).

⁷ 96 NLRB 1108 (1951), enfd. 203 F.2d 924 (5th Cir. 1953).

⁸ 219 NLRB at 1200.

what the union's "offer" had included, found a violation of Section 8(a)(5) and (1). The Board reversed finding it impossible to determine if the union's "offer" represented "any change, much less a substantial change, from the [u]nion's prior position in negotiations with the [r]espondent."⁹ In light of these circumstances, the Board concluded that the union's statements did not relieve the existing impasse.

Similarly, we are unable to determine if the Union's bare assertions of "flexibility" on open issues and its generalized promises of "new" proposals represent "any change, much less a substantial change," in the Union's position of October 15, 1987.¹⁰ In recognizing this deficiency in the Union's statements, we do not imply that the only course available to the Union was to capitulate and accept the Respondent's subcontracting proposal. Rather, we find that the record as a whole indicates that the Union continued to oppose the concept of unlimited subcontracting and that it failed to give a sufficient indication of changed circumstances to suggest that future bargaining might be fruitful. Even though possibly not reflective of its true intent, the clear message from the Union's correspondence to the Respondent was that nothing else that might happen in negotiations could persuade the Union to move from this strong opposition and break the deadlock on the subcontracting issue. Under these circumstances, we find that the Respondent's refusals to resume face-to-face negotiations did not violate Section 8(a)(5) and (1), and we shall dismiss the complaint.

ORDER

The complaint is dismissed.

⁹Id.

¹⁰The General Counsel alternatively argues that the wage increase implemented by the Respondent in September 1988 activated the Respondent's obligation to resume bargaining with the Union. We reject this argument because that there were no exceptions filed to the judge's finding that the subcontracting issue was "the major stumbling block" to a contract and, as pointed out by the Respondent, there is no evidence suggesting a connection or linkage between the wage and subcontracting proposals.

Michael A. Marcionese, Esq., for the General Counsel.
Norman R. Buchsbaum and Michael D. Carlis, Esqs., for the Respondent.

DECISION

STATEMENT OF THE CASE

HOWARD EDELMAN, Administrative Law Judge. This case was tried before me on July 17 and 18, 1989, in Hartford, Connecticut. On December 9, 1988, a complaint issued based upon charges filed by Hotel and Restaurant Employees and Bartenders Union, Local 217, AFL-CIO (the Union), which alleged that Civic Motor Inns t/a Holiday Inn Downtown-New Haven (Connecticut) (Respondent) had violated Section

8(a)(1) and (5) of the Act by refusing to engage in face-to-face negotiations with the Union.

On the entire record, including my observation of the demeanor of the witnesses, and a careful consideration of the posttrial briefs, I make the following¹

FINDINGS OF FACT

Respondent is a Virginia corporation with an office and place of business in New Haven, Connecticut, where it is engaged in the operation of a hotel providing food and lodging for guests. Respondent annually derives revenues in excess of \$500,000 from the operation of its New Haven facility and annually purchases and receives at such facility goods, products, and materials valued in excess of \$5000 directly from points outside the State of Connecticut.

It is admitted, and I find, that Respondent is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

It is also admitted, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

In May 1986, the Respondent voluntarily recognized the Union as the exclusive collective-bargaining representative of a unit consisting essentially of all service and maintenance employees employed at Respondent's New Haven facility.²

Following recognition the parties began negotiations in June 1986. From June 1986 through October 15, 1987, the parties engaged in 20 separate formal negotiation sessions plus about 5 informal sessions. There is no dispute that these sessions were conducted by both parties in good faith. During these sessions many contract proposals were agreed upon and issues in dispute resolved. Such issues included agreement on union security, dues checkoff, successorship, grievance and arbitration, shop stewards, union visitation, sick leave, jury duty, vacation, and wage rates for certain classifications of employees. As to other issues there was no agreement, notwithstanding good-faith bargaining by both parties. Among such issues was the issue of subcontracting out of unit work.³

From the very beginning of negotiations the issue of subcontracting had been a major stumbling block to reaching agreement on a collective-bargaining agreement. Respondent wanted an unlimited right to subcontract all unit work if necessary, although it had no present intention to do so. Respondent explained to the Union its business reasons for seeking such management rights. In August 1987, Respondent modified its subcontracting proposal to provide that it would provide the Union with advanced written notice of an

¹On August 25, 1989, counsel for Respondent submitted a motion to strike certain portions of counsel for the General Counsel's brief. On September 1, 1989, counsel for the General Counsel submitted reply and opposition to Respondent's motion to strike. I hereby deny Respondent's motion.

²The parties stipulated that the following unit was recognized by Respondent and constitutes an appropriate unit within the meaning of Sec. 9(b) of the Act:

All full-time and regular part-time employees employed at the Holiday Inn Downtown-New Haven, 30 Whalley Avenue, employed as cooks, dishwashers, waiters, waitresses, bartenders, hosts, hostesses, banquet waiters, banquet waitresses, restaurant a.m. and p.m. directors, front desk clerks, bellmen, servicemen, night auditors, van drivers, night desk managers, laundry attendants, maids, housemen, inspectors and inspectresses, and maintenance employees but excluding security guards, confidential employees, clerical and bookkeeping employees, sales personnel, and supervisors as defined in the National Labor Relations Act, as amended.

³The parties stipulated on the record that during the above period both parties engaged in good-faith bargaining on all the proposed contractual clauses.

intention to subcontract and an opportunity to meet with the Union and discuss such intention prior to final implementation. The Union, throughout the entire course of these negotiations, took the position that it would never agree to the inclusion of the subcontracting clause proposed by Respondent.

At the conclusion of the parties' last negotiation on October 15, 1987, both parties were firm on their respective positions concerning the issue of subcontracting. To date, no further negotiations have taken place.

On March 8, 1988, Ellen Thomson, the Union's area director who served as the Union's chief spokesperson during the above negotiations, contacted Norman Buchsbaum, Respondent's attorney and chief negotiator, by telephone and stated the Union wanted to resume negotiations. Buchsbaum asked Thomson if the Union was prepared to accept Respondent's last proposal on subcontracting or to submit a written proposal in advance. Thomson replied no to both inquiries. Buchsbaum told Thomson he would get back to her.

On March 22 by letter Buchsbaum informed the Union that negotiations were at an impasse since October 15, 1987, and declined to engage in further bargaining "unless there is some reasonable indication that a resumption of negotiations would be productive." Buchsbaum stated in this letter that Thomson had told him in their March 8 telephone conversation that the Union's position concerning subcontracting was unchanged and that the Union had no new proposals to make.

Thomson responded to Buchsbaum's March 22 letter with a letter dated April 22 in which Thomson corrected Buchsbaum's misrepresentation regarding the Union's position and again sought a resumption of bargaining. Specifically, Thomson stated:

During the conversation in which I again expressed the Union's desire to resume negotiations, I indicated our willingness to discuss and explore all unresolved issues in an attempt to settle this dispute. When you inquired whether the Union had new proposals, I responded that we were not inclined to send modified proposals through the mail to Management and have you and your clients judge whether they were good enough or not. That is not bargaining. *The Union is ready, able and willing to meet to continue negotiations. We are prepared to make new proposals at that time, and none of our positions is immovable.* [Emphasis added.]

Thomson in her letter further stated that the Union continued to find Respondent's position on subcontracting "unreasonable in the extreme," but also stated that the Union "fervently desired to reach a settlement."

Buchsbaum responded to this letter from the Union with a letter dated April 26, in which Buchsbaum reiterated Respondent's position that the parties were at impasse because of the Union's prior position taken during negotiations that it would "never agree to Respondent's position on subcontracting." Buchsbaum stated that Respondent saw "no reason to have further conversations at this time with the Union." Thomson, by letter dated May 13, responded that the Union was "prepared to make new proposals when we meet, including on the issue of subcontracting," and again requested further negotiations.

Buchsbaum, by letter dated May 17, denied the Union's request for further meetings, adhering to his position stated in previous letters that Respondent was

unwilling to meet with the Union for further negotiations unless and until you have furnished us with *something more than a statement that you are prepared to make new proposals when we meet, including on the issue of subcontracting.* [Emphasis added.]

In concluding his letter, Buchsbaum "suggest[ed] that [the Union] reevaluate [its] position and *let us have from you a meaningful, substantive new proposal in the areas in which we have profound disagreement*" (emphasis added). Thomson credibly testified that she interpreted this as a condition that the Union submit a proposal concerning subcontracting in advance of any commitment from Respondent to meet. Thomson further testified that she did not want to do this because she feared that Respondent would reject the Union's proposals outright and refuse to meet.

The Union did not immediately respond to Buchsbaum's May 17 letter and made no further request for meetings until October 17. Thomson credibly testified that it appeared to her, after receiving Buchsbaum's letters, that any further requests would be futile because Respondent would not agree to meet. According to Thomson, the Union engaged in other actions, such as visits by groups of employees to corporate headquarters in New Jersey and meetings with the general manager at the facility, in an attempt to get Respondent back to the bargaining table. However, these efforts were unsuccessful.

On September 30 Buchsbaum sent the Union a letter proposing a wage increase for certain unit employees effective October 17, 1988.

On October 17, 1988, the Union sent Buchsbaum a letter signed by Thomson in which the Union accepted the improvements in employee wages proposed by Respondent. Thomson stated, however, that the new wage structure did not resolve all issues affecting unit employees and was not a substitute for negotiations and a contract. In light of the change in Respondent's position, reflected by its implementation of wage rates and raises higher than previously proposed, Thomson requested that the parties resume face-to-face negotiations and attempt to work out a complete agreement. In response, Buchsbaum, by letter dated October 19, merely reiterated Respondent's position that Respondent was unwilling to meet with the Union unless and until the Union furnished Respondent with something more than a statement that the Union was prepared to make new proposals when the parties met.

On November 10, Thomson again wrote to Buchsbaum to correct misleading statements he had made in his October letter and to renew the Union's request for further meetings and a resumption in collective bargaining. Specifically, Thomson stated:

Local 217 has and is continuing to be flexible on the open issues. With respect to subcontracting, we have repeatedly sought ways to resolve this so as to deal with legitimate Management concerns while providing some job security to the employees.

Buchsbaum responded by letter dated November 16, as follows:

In our judgment, we have reached an impasse in or negotiations on the subject of subcontracting. It seems to us that the Union must make a decision as to whether it wants to accede to our position on this subject; that is a business decision which your organization needs to make.

The Union responded by filing the instant unfair labor practice charge.

Analysis and Conclusions

It is admitted that from June 1986, following recognition, until October 15, 1977, a period of 16 months, the parties engaged in 20 negotiation sessions. During these sessions, many major items were agreed upon including union security, dues checkoff, successorship, grievance and arbitration, union visitation, sick leave wages (for some classifications), etc. There remained, however, other items including the issue of subcontracting upon which there was no agreement. Throughout the course of these negotiations, the issue of subcontracting was repeatedly discussed at length. Respondent took the position it needed to have an unlimited right to subcontract while the Union maintained it could never agree to such provision. Clearly this issue was the major stumbling block when negotiations broke off on October 15. The parties have admitted that with respect to the issue of subcontracting and all other issues discussed during this period, bargaining by both parties was conducted in good faith. Thereafter, until March 8, 1988, there were no further requests for bargaining. Under these circumstances, I conclude there was an impasse reached as of October 15, 1987. *Taft Broadcasting Co.*, 163 NLRB 475, 478 (1967).

The Board in *Taft Broadcasting* defined an impasse as follows:

Whether a bargaining impasse exists is a matter of judgment. The bargaining history, the good faith of the parties in negotiations, the length of the negotiations, the importance of the issue or issues as to which there is disagreement, the contemporaneous understanding of the parties as to the state of negotiations, are all relevant facts to be considered in deciding whether an impasse in bargaining existed.

However, an impasse does not end the parties' obligation to engage in collective bargaining but is often merely a hiatus in bargaining. As the Board stated in *Hi-Way Billboards, Inc.*, 206 NLRB 22, 23 (1973):

Thus, a genuine impasse is akin to a hiatus in negotiations. In the over-all on-going process of collective bargaining it is merely a point at which the parties cease to negotiate and often resort to forms of economic persuasion to establish the primacy of their negotiating position. Moreover, the occurrence of a genuine impasse cannot be said to be an unexpected, unforeseen, or unusual event in the process of negotiations since no experienced negotiator arrives at the bargaining table with absolute confidence that all of his proposals will be readily and completely accepted. Therefore, it is clear

that an impasse is but one thread in the complex tapestry of collective bargaining, rather than a bolt of a different hue. In short, *a genuine impasse is not the end of collective bargaining.*

The issue in this case quite simply boils down to whether the Union's renewed requests for bargaining beginning on March 8 and continuing thereafter with the assurances expressed orally and in writing that the Union wanted to negotiate a collective-bargaining agreement with Respondent and was prepared to be flexible and make new proposals on the issue of subcontracting, is sufficient to require Respondent to resume face-to-face negotiations with the Union.

Respondent contends that in view of the lengthy negotiations that took place from June 1986 through October 1987 when impasse was reached over the issue of subcontracting, the Union must first, as a condition to a resumption of face-to-face negotiations, submit to Respondent a proposal on the subcontracting clause. The General Counsel contends such position would frustrate face-to-face negotiations because Respondent could simply reject such proposal and force the Union to submit yet another proposal, thus foreclosing any resumption of face-to-face negotiations. I find Respondent's contention without merit. I agree with the General Counsel's contention.

The Board has held that "it is elementary that collective bargaining is most effectively carried out by personal meetings and conferences of the parties at the bargaining table." *Fountain Lodge*, 269 NLRB 674 (1984). The Board has repeatedly held that an employer's insistence that negotiations be conducted over the phone or through the mail violates Section 8(a)(1) and (5) of the Act. *Fountain Lodge*, supra; *Chemical Contracting Corp.*, 291 NLRB 774 fn. 3 (1988); *U.S. Cold Storage Corp.*, 96 NLRB 1108 (1951).

The facts establish without doubt that Respondent conditioned a resumption of negotiations upon the Union's submission of a proposal concerning subcontracting over the phone or through the mail. I find such precondition to constitute a violation of Section 8(a)(1) and (5) of the Act.

Counsel for the General Counsel contends Respondent additionally violated Section 8(a)(1) and (5) of the Act by its insistence on the Union's acceptance of its subcontracting proposal. This is evidenced by Buchsbaum's letter to the Union dated November 10 wherein he stated the Union must decide whether it wants to "accede to our position on [subcontracting]" before Respondent would agree to meet. I find such position is no different than the Union's position taken during negotiations that it would never agree to Respondent's proposed subcontracting clause. It is admitted that Respondent's proposals concerning subcontracting taken during negotiations through October 15, 1987, were made in good faith. Such position taken in Respondent's November 10 letter is merely consistent with its negotiation position.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. The following employees constitute a unit appropriate for bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees employed at the Holiday Inn Downtown-New Haven, 30 Whalley Avenue, employed as cooks, dishwashers, waiters, waitresses, bartenders, hosts, hostesses, banquet waiter, banquet waitresses, restaurant a.m. and p.m. directors, front desk clerks, bellmen, servicemen, night auditors, van drivers, night desk managers, laundry attendants, maids, housemen, inspectors and inspectresses, and maintenance employees but excluding security guards, confidential employees, clerical and bookkeeping employees, sales personnel, and supervisors as defined in the National Labor Relations Act, as amended.

4. At all times material, the Union has been, and is now, the exclusive collective-bargaining representative of all the employees in the above-described unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.

5. By requiring the Union to provide oral or written proposals as a condition to meeting with it for the purpose of negotiating a collective-bargaining agreement, Respondent has violated Section 8(a)(1) and (5) of the Act.

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

THE REMEDY

Having found that Respondent engaged in certain unfair labor practices, I shall recommend that it be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the purposes of the Act. To remedy its refusal to meet and bargain with the Union, I shall recommend that it cease its insistence upon written or oral proposals as a condition to meeting and that upon request by the Union it meet and bargain and, if an understanding is reached, that it be embodied in a signed agreement.
[Recommended Order omitted from publication.]