Retail Clerks Union, or its employees to accept or select the Retail Clerks Union as their collective-bargaining representative, for a period of 1 year from August 8, 1961.

WE WILL NOT picket, or cause to be picketed, or threaten to picket, Milo Ames and Ralph C. Whittle, d/b/a Ames IGA Foodliner, Spokane, Washington, where an object thereof is to force or require Ames IGA Foodliner to recognize or bargain collectively with the Retail Clerks Union, or its employees to accept or select the Retail Clerks Union as their collective-bargaining representative, where a valid election which the Retail Clerks Union did not win has been conducted by the National Labor Relations Board among the employees of Ames IGA Foodliner, within the preceding 12 months.

RETAIL CLERKS INTERNATIONAL ASSOCIATION, LOCAL 1439, AFL–CIO,
Labor Organization.

Dated_____ By_____
(Representative) (Title)

SPOKANE LABOR COUNCIL,
Labor Organization.

Dated_____ By_____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, 327 Logan Building, 500 Union Street, Seattle, Washington, Telephone Number Mutual 2–2300, Extension 553, if they have any question concerning this notice or compliance with its provisions.

Mar-Jac Poultry Company, Inc.[1] ***and*** **Local 454, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL–CIO.** *Case No. 10–RM–311. April 2, 1962*

DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before Kathryn M. Rossback, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

[1] The name of the Employer-Petitioner appears as amended at the hearing.

2. The labor organization involved claims to represent certain employees of the Employer.

3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act, for the following reasons:

Mar-Jac Poultry Company, Inc., herein called the Employer, is engaged in the processing and marketing of poultry in Gainesville, Georgia. It is the successor corporation to McKibbon Bros. d/b/a Mar-Jac Poultry Company which sold its equipment and leased its property to the Employer on February 1, 1960. Prior to this sale, Local 454 had been certified as the bargaining representative of the employees of McKibbon Bros. on November 17, 1959.[2] The present petition was filed by the Employer on March 29, 1961. Local 454 has moved to dismiss the petition on the ground that no question concerning representation now exists.

The record shows that Local 454 requested the Petitioner to bargain on March 1, 1960. On June 8, 1960, Local 454 filed an unfair labor practice charge and on July 18, 1960, a complaint was issued alleging violations of Section 8(a)(1) and (5) of the Act. On August 9, 1960, a settlement agreement was entered into in which the Petitioner agreed to bargain in good faith with Local 454. On November 7, 1960, the Regional Director issued a letter of compliance.

During a period beginning after the settlement agreement in August 1960 until February 1961, Petitioner and Local 454 held eight bargaining sessions at which considerable progress was made toward the negotiation of a collective-bargaining agreement. Another session was scheduled for February 2 but the Petitioner did not attend. On February 27, Local 454 filed an unfair labor practice charge against the Petitioner and on March 29 the Regional Director dismissed the charge. On the same date the Petitioner filed the present petition.[3]

One of the purposes of Section 9(c)(3) of the Act, which bars a petition filed within 12 months from the date of the last election, is to insure the parties a reasonable time in which to bargain without outside interference or pressure, such as a rival petition. In accordance with this purpose, the Board has, with judicial approval, adopted a rule requiring that, absent unusual circumstances, an employer will be required to honor a certification for a period of 1 year.[4] Among the reasons supporting the adoption of this rule is to give a certified union "ample time for carrying out its mandate" and to prevent an employer from knowing that "if he dillydallies or subtly

[2] The unit was stipulated between the parties

[3] An RD petition was filed on February 8, 1961 (Case No 10–RD–256), which was withdrawn without prejudice on March 20

[4] *Ray Brooks* v. *N.L.R.B.*, 348 U.S. 96, 101–103.

undermines, union strength" he may erode that strength and relieve himself of his duty to bargain.[5]

In the case before us the employer has bargained with the certified union for only 6 months. It has, largely through its refusal to bargain, taken from the Union a substantial part of the period when Unions are generally at their greatest strength—the 1-year period immediately following the certification. Thus to permit the Employer now to obtain an election would be to allow it to take advantage of its own failure to carry out its statutory obligation, contrary to the very reasons for the establishment of the rule that a certification requires bargaining for at least 1 year. We shall, therefore, in this and in future cases revealing similar inequities, grant the Union a period of at least 1 year of actual bargaining from the date of the settlement agreement.[6]

[The Board dismissed the petition.]

MEMBERS RODGERS and LEEDOM took no part in the consideration of the above Decision and Order.

[5] *Ray Brooks* v. *N.L.R.B., supra,* p. 100.

[6] To the extent that this Decision is inconsistent with *The Daily Press Incorporated,* 112 NLRB 1434, and similar cases, the latter are hereby overruled. Since the Petitioner, in the instant case has already bargained for 6 months with the Union, its obligation to bargain continues for at least an additional 6 months from the resumption of negotiations.

Local Union No. 41, Sheet Metal Workers' Association, AFL–CIO, and its business agents, Roy Stringer and Joseph O'Neill *and* Clyde Guinn *and* Sheet Metal, Air Conditioning and Roofing Contractors' Association of Central Indiana, Inc.; Iowa Sheet Metal Contractors, Inc.; and Air Conditioning Engineering Company, Alloy Architectural Products Co., Brooks Steel Erection, C & S Metal Equipment Co., Capitol Neon Sign Co., M. S. Churchman Co., Commercial Floor Covering & Acoustics Co., General Sheet Metal Fabricators, McFerran-Kane Co., Inc., Skirvin Sheet Metal Co., Staley Sign Company, Taylor Lumber & Supply Co., Town Equipment Company, Triad Sheet Metal & Roofing Co., Clifford Van Osdol Co., Walters Heating Co., Warfel Sheet Metal Co., Wells Sheet Metal Co., and Woodburn Roofing & Sheet Metal Co., Parties to the Contract. *Case No. 25–CB–333. April 4, 1962*

DECISION AND ORDER

On July 12, 1960, Trial Examiner John F. Funke, issued his Intermediate Report in the above-entitled proceeding, a copy of which is