STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

LOCAL NO. 31, LAUNDRY, DRY CLEANERS AND DYE HOUSE WORKERS INTERNATIONAL UNION, Complainant, vs. BLUE RIBBON ENTERPRISES, LTD. d/b/a BLUE RIBBON DRY CLEANERS AND LAUNDRY AND DEAN DICKINSON, Respondents.	Case IV No. 17892 Ce-1538 Decision No. 12998

Appearances:

Torrison and Hoene, Attorneys at Law, by Mr. Robert C. Hoene, for the Complainant.

Steele, Smyth, Klos & Flynn, Attorneys at Law, by Mr. Robert D. Smyth, for the Respondents.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Complaint of unfair labor practices having been filed with the Wisconsin Employment Relations Commission in the above-entitled matter, and the Commission having conducted hearing on said complaint at LaCrosse, Wisconsin on May 24, 1974 before Commissioner Zel S. Rice II, and the Commission having considered the evidence, and being fully advised in the premises, makes and issues the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Local No. 31, Laundry, Dry Cleaners and Dye House Workers International Union, referred to herein as the Complainant, is a labor organization having its offices at 2318 South 13th Place, LaCrosse, Wisconsin.

2. That Blue Ribbon Enterprises, Ltd. d/b/a Blue Ribbon Dry Cleaners and Laundry, referred to herein as the Respondent, is an Employer having a laundry and dry cleaning plant at 1911 George Street, LaCrosse, Wisconsin, and maintains three branches in the LaCrosse area; and that the Respondent Dean Dickinson, has a proprietary interest therein.

3. That prior to January 2, 1974, and at least from March, 1968, the aforementioned laundry and dry cleaning plant was owned by one Roy Samp and operated as Haddad's Dry Cleaners and Laundry; hereinafter referred to as Haddad's; that during said period, the Complainant, as the collective bargaining representative of the production and maintenance employes of Haddad's, and Samp, were parties to collective bargaining agreements covering the wages, hours and working conditions of said employes; that said agreements were negotiated by the Complainant and Samp in joint negotiations with other laundry and dry cleaning firms in the LaCrosse area, whose production and maintenance employes were also represented by the Complainant; that the Complainant and Samp were parties to a collective bargaining agreement in effect from March 29, 1968 though March 28, 1971, which included among its provisions, a wage schedule, a provision for dues check-off, and payments by Samp to a health and welfare fund covering said employes; that said agreement was

extended by Samp and the Complainant, which extension improved the health and welfare benefits, resulting in increasing Samp's contribution to the fund to $15.38 per employe per month; that subsequently during 1973 Samp and the Complainant orally agreed to wage increases to employes, effective March 29, 1973 and September 29, 1973; that such increases were implemented by Samp in accordance with said oral agreement; and that Samp continued to abide by the terms of said written and oral agreement until he sold his business to the Respondent, who took over the George Street plant on January 1, 1974, at which time all four production and maintenance employes employed therein were members in good standing with the Complainant.

4. That on December 28, 1973 and January 25, 1974, Lewis Bailly, Complainant's Secretary-Treasurer, billed Haddad's for the remittance of union dues for five named employes for January and February, 1974; that the Respondent submitted a total of $20.00 for each of said months to the Complainant for four employes, one having quit on December 15, 1973; that Bailly also billed Haddad's for health and welfare fund contributions for the months of January and February, 1974, for the four employes in the sum of $15.38 per employe; and that Respondent remitted the required sums for said months to Bailly.

5. That on January 28, 1974, Complainant's Recording Secretary directed a letter to Dickinson, setting forth the Complainant's intent to reopen the collective bargaining agreement, which was to expire on March 28, 1974, for negotiations; that on February 6, 1974 said Recording Secretary directed another letter to Dickinson, wherein she indicated that a negotiation meeting had been scheduled for February 12, 1974, and wherein she indicated the site of the meeting; that in said letter the Recording Secretary also indicated the persons who would comprise the Complainant's bargaining team, which included Irene Tolokken, an employe of the Respondent; and that said Recording Secretary, along with the latter's letter, enclosed a copy of the Complainant's proposals as follows:

"CHANGES AND MODIFICATIONS

1. Paid Holidays -
   Friday after Thanksgiving.
   Last complete work day before Christmas, regardless of the day it falls on.
   Good Friday.
   New Years Eve.

2. Vacation -
   3 weeks at 5 years
   4 weeks at 12 years
   5 weeks at 20 years

3. Vacation pay based on 45 hour week or incentive, whichever is highest.

4. Increased insurance bebefits. [sic]

5. Breaks increased to 15 minutes.

6. Pay raise of $ 1.25 per hour, per year of the 3 year contract.

7. Sick days -
   1 per month, 12 per year, accumulative for 1 year.
   If an employee does not use all 12 he or she will be paid for those not used in a seperate [sic] check at the end of the year.

8. Longevity.

9. Funeral pay.

10. Pay for jury duty.

11. All raises based on present work loads."

6. That on February 12, 1974 Dickinson and John Ingstad, Respondent's Manager, met with the Complainant's bargaining team and its International Vice President, Martin A. White, Jr., at the LaCrosse Labor Temple; that during the course of said meeting, Dickinson stated that the previous owner had not advised him of the presence of a Union in the dry cleaning plant, and that he personally was not "for" unions because he did not know much about them, but that if that was what the employes wanted, he would go along with it; and that upon reviewing the items on Complainant's "Changes and Modifications" proposal, Dickinson stated that he was in favor of the Complainant's proposals with regard to jury duty and funeral leave; and that further discussion was held concerning Complainant's proposal for insurance, whereupon Dickinson expressed a desire to investigate the proposal because he thought he could arrange a more beneficial insurance plan; that in discussing the wage proposal, the Complainant's team reduced their demand to an increase of $1.20 per hour to be spread over a three-year period; that Dickinson responded that he desired to check on the insurance and pending financial transaction prior to proceeding with further discussions; and that thereupon the meeting was concluded.

7. That a second meeting was held on February 22, 1974 at the LaCrosse Holiday Inn, which was attended by certain members of the Complainant's bargaining team, including Tolokken and by Dickinson, and also Ted Ward, the Owner of LaCrosse Modern Cleaners, who had earlier suggested to Dickinson the possibility that they work together in the meetings with the Complainant; that during the course of said meeting the Complainant modified its demands, proposing the $1.20 per hour increase over a three-year period, an additional paid holiday, four weeks' vacation after 20 years of employment and paid jury duty and funeral leave; that during the discussion involving health and welfare contributions to be paid by the Employers, Ward advised Dickinson that the amount of the Employer contribution would be determined by the settlement reached by the Complainant in negotiations with the F. W. Means Co., an employer in LaCrosse, as had been the practice in the past; and that thereupon the meeting was terminated since Dickinson was unable to remain.

8. That on two or three occasions during February, 1974, Dickinson called a meeting of the employes in the work premises during a coffee break, and that during such meetings Dickinson questioned the employes concerning their reasons for wanting to be in the Union, and that he suggested that if the employes gave up their concerted activity and accordingly the $20.38 presently being designated for dues and health and welfare contributions, he could continue to follow the current conditions of employment and perhaps improve upon them; that Dickinson specifically offered at least seven paid holidays, paid jury duty and funeral leave (husband, wife, child - one week; mother, father - three days; brother, sister - two days), four weeks' vacation after 20 years service with vacation pay based on 40 hours per week rather than 45, and investigation of health insurance for those employes unable to secure coverage through a husband's employment; 1/ and that thereby, Dickinson

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1/ It is unclear whether the Respondent stated at the private meeting or at a subsequent meeting on March 14 that he was offering the employes a 20 percent wage increase or comprehensive insurance program, but the record discloses at an unspecified point in time, Dickinson set forth the same.

made promises of benefits concerning the terms and conditions of employment to said employes in exchange for their disaffiliation from Complainant.

9. That during one of the aforementioned private meetings, subsequent to Dickinson's indication to employes of possible changes in their conditions of employment, Dickinson prepared a letter, which the employes in the unit signed at his request as follows:

"13 March 1974

Helen Palmer
President-Local 31
Laundry, Dry Cleaning and Dye House Workers
1805 South 16th Street
La Crosse, Wisconsin

Dear Mrs. Palmer:

We the members of local 31, formerly employed by Haddads Dry Cleaners and Laundry wish to make the following of our wishes, thoughts and intentions known.

Firstly, as of January 2, 1974 the Haddad's operation passed from existence and a new entity, Blue Ribbon Enterprises, Ltd,, d/b/a Blue Ribbon Dry Cleaners and Laundry came into existence.

Secondly, to this point the new enterprise has not recognized local # 31.

Thirdly, we feel that because of prevailing conditions in the dry cleaning and laundry industry, not only in the country as a whole but more praticularyly [sic] in the La Crosse area, collective bargaining will only serve to place our jobs in jeaprody. [sic]

We do hereby wish to indicate our desire to disafiliate [sic] from local 31 and to enter into seperate [sic] negotiations with the management of Blue Ribbon Dry Cleaners and Laundry.

This disafiliations [sic] is effective immediately and is evidenced by this letter and our signatures below afixed [sic] and witnessed.

Sincerely,

Irene Tolokken /s/ Dorothy Martin /s/ Sandra Van Tol /s/ Sally Buchholtz /s/

Mrs. Irene Tolokken Dorothy Martin Sandra Van Tol Sally Buchholtz
Ship [sic] Steward

(notorized)"

10. That a third meeting was held on March 14, 1974 at the LaCrosse Labor Temple, which was attended by the Complainant's bargaining team, including Tolokken, and by Dickinson and Ward; that during said meeting discussion ensued regarding the funeral leave proposal; that thereupon Dickinson stated to the representatives of the Complainant that he did not "owe" Complainant anything, and Dickinson then requested Tolokken to remove the above-noted letter from her purse; that Tolokken did so and Dickinson read same aloud; that White inquired as to the manner in which the signatures of the employes had been obtained on said letter by Dickinson; that the latter reiterated the conditions of employment

he had offered to the employes in his meetings with them, and the fact that the employes would no longer be required to pay dues to the Complainant, and that the former contributions to the health and welfare fund would offset the cost of the benefits he would grant to the employes; that further Dickinson indicated that, in his opinion, the employes would fare better without representation by the Complainant; that Dickinson indicated that he had drafted the letter and claimed that the employes signed same of their own free will; and that thereupon the meeting was concluded.

11. That no further meetings were held between any representatives of the Complainant and Dickinson; that following the meeting of March 14, Dickinson raised the employes' hourly rate from $2.08 to $2.37, and implemented the remaining benefits offered to employes in the aforementioned private meetings, and at the same time Dickinson advised the employes that the previous vacation benefits would continue in effect.

12. That during the course of the hearing in the instant matter, the Respondent, by its counsel, contended that the employes of the Respondent employed at the George Street plant did not constitute an appropriate unit.

13. That the activity engaged in by the Respondent, through its agent, Dean Dickinson, in promising wage increases and other benefits to its employes and later implementing same, and by requesting the employes to execute the letter of "dissaffiliation", was calculated to, and did, in fact, interfere with, restrain and coerce its employes in the exercise of their right to engage in concerted activities in and on behalf of the Complainant.

14. That the activity engaged in by the Respondent, through its agent, Dean Dickinson, in the conduct of the meetings with its employes, without notice to, and in the absence of, representatives of the Complainant, during which Dickinson offered, and later granted unilaterally, increases in wages and other benefits to employes, and in the preparation of the letter of "disaffiliation", executed by the employes at Dickinson's request, was designed to, and engaged in, for the purpose of undermining the prestige and authority of the Complainant as the collective bargaining representative of the employes; and that thereby the Respondent engaged in conduct designed to reject the principle of collective bargaining, and also thereby refused to bargain with the Complainant.

Upon the basis of the above and foregoing Findings of Fact the Commission makes the following

CONCLUSIONS OF LAW

1. That the production and maintenance employes of the Respondent Blue Ribbon Enterprises, Ltd. d/b/a Blue Ribbon Dry Cleaners and Laundry constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 111.05 of the Wisconsin Employment Peace Act, and that since January 1, 1974, and at all times thereafter, the Complainant, Local No. 31, Laundry Dry Cleaners and Dye House Workers International Union, has been and is, the exclusive collective bargaining agent of the employes in said unit within the meaning of the Wisconsin Employment Peace Act.

2. That the Respondents, Blue Ribbon Enterprises, Ltd., d/b/a Blue Ribbon Dry Cleaners and Laundry, and Dean Dickinson by promising wage increases and other benefits to employes, and later implementing same, and by requesting employes to execute a letter indicating their disaffiliation from the Complainant, Local No. 31, Laundry, Dry Cleaners and Dye House Workers International Union, all for the purpose of interfering with, restraining and coercing employes in the exercise of

their right to engage in concerted activity within the meaning of Section 111.04 of the Wisconsin Employment Peace Act, engaged in, and is engaging in, unfair labor practices within the meaning of Section 111.06(1)(a) of the Wisconsin Employment Peace Act.

3. That the Respondent, Blue Ribbon Enterprises, Ltd., d/b/a Blue Ribbon Dry Cleaners and Laundry, and Dean Dickinson, by refusing to recognize, bargain and negotiate with the Complainant, Local No. 31, Laundry Dry Cleaners and Dye House Workers International Union as the exclusive representative of employes in the aforesaid appropriate unit, and by unilaterally implementing changes in wages and other employment benefits covering employes in said unit, has engaged in, and is engaging in, unfair labor practices within the meaning of Section 111.06(1)(d) and (a) of the Wisconsin Employment Peace Act.

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Commission makes the following

ORDER

IT IS ORDERED that the Respondents, Blue Ribbon Enterprises, Ltd., d/b/a Blue Ribbon Dry Cleaners and Laundry and Dean Dickinson, any other officers and agents shall immediately:

1. Cease and desist from:

(a) Encouraging employes to refrain from membership in the Complainant, Local No. 31, Laundry, Dry Cleaners Dye House Workers International Union by promising and implementing changes in wages, and other employment benefits, or any other conditions of employment.

(b) Refusing to recognize, bargain and negotiate with Complainant, Laundry, Dry Cleaners and Dye House Workers International Union, as the exclusive collective bargaining representative of production and maintenance employes, with respect to wages, hours and other conditions of employment.

(c) Unilaterally implementing changes in wages, hours and other conditions of employment affecting production and maintenance employes.

(d) In any other manner interfering with, restraining, or coercing its employes in the exercise of their right to self-organization, to form, join, or assist the Complainant Local No. 31, Laundry, Dry Cleaners and Dye House Workers International Union, or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining, or to refrain from any and all such activities, except as authorized in Section 111.06(1)(c) of the Wisconsin Employment Peace Act.

2. Take the following affirmative action which the Commission finds will effectuate the policies of the Wisconsin Employment Peace Act:

(a) Upon request bargain collectively with Local No. 31, Laundry, Dry Cleaning and Dye House Workers International Union, as the exclusive collective bargaining representative of all the employes in the aforesaid appropriate collective bargaining unit with respect to wages, hours and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement.

(b) Notify all of its employes by posting in a conspicuous place on its George Street premises, where notices to all its employes are usually posted, a copy of the Notice attached hereto and marked "APPENDIX A". Such copy shall be signed by Dean Dickinson and shall be posted immediately upon receipt of a copy of this Order, and shall remain posted for sixty (60) days thereafter. Reasonable steps shall be taken by the Blue Ribbon Enterprises Ltd., d/b/a Blue Ribbon Dry Cleaners and Laundry to insure that said Notice is not altered, defaced, or covered by other material.

(c) Notify the Wisconsin Employment Relations Commission in writing, within ten (10) days of the receipt of a copy of this Order what steps it has taken to comply herewith.

Given under our hands and seal at the City of Madison, Wisconsin this 14th day of October, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney, Chairman

Zel S. Rice II, Commissioner

Howard S. Bellman, Commissioner

APPENDIX "A"

NOTICE TO ALL EMPLOYES

Pursuant to an Order of the Wisconsin Employment Relations Commission, and in order to effectuate the policies of the Wisconsin Employment Peace Act, we hereby notify our employes that:

1. WE WILL NOT encourage our employes to disaffiliate from membership in Local No. 31, Dry Cleaning, Laundry and Dye House Workers International Union by promising and implementing changes in wages, and other employment benefits, or any other conditions of employment.

2. WE WILL NOT refuse to recognize Local No. 31, Dry Cleaning, Laundry and Dye House Workers International Union as the exclusive collective bargaining representative of our production and maintenance employes, with respect to wages, hours and other conditions of employment.

3. WE WILL NOT in any other manner interfere with, restrain, or coerce our employes in the exercise of their right to self-organization, to form, join, or assist Local No. 31, Dry Cleaning, Laundry and Dye House Workers International Union, or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining, or to refrain from any and all such activities, except as authorized in Section 111.06(1)(c) of the Wisconsin Employment Peace Act.

4. WE WILL upon request bargain collectively with Local No. 31, Laundry, Dry Cleaners and Dye House Workers International Union as the exclusive bargaining representative of the production and maintenance employes employed at our George Street plant with respect to wages, hours and other terms and conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement.

BLUE RIBBON ENTERPRISES, LTD. d/b/a BLUE RIBBON DRY CLEANERS AND LAUNDRY

By _____
Dean Dickinson

Dated this _____ day of _____, 1974.

THIS NOTICE MUST REMAIN POSTED FOR SIXTY (60) DAYS FROM THE DATE HEREOF AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY MATERIAL.

BLUE RIBBON ENTERPRISES, LTD., d/b/a BLUE RIBBON DRY CLEANERS AND LAUNDRY and DEAN DICKINSON, IV, Decision No. 12998

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The complaint alleges that the Complainant has represented the employes of the Employer, previously employed in the same facility by Haddad's Dry Cleaners and Laundry, over a period of many years and that the instant Employer recognized the Union as the collective bargaining representative of said employes wherein Dean Dickinson, sole proprietor of Respondent, on February 12 and 22, 1974 entered into negotiations on wages, hours and conditions of employment. The complaint further alleges that subsequent to February 22, 1974 the Employer refused to bargain collectively in good faith with the Union and discouraged employes with respect to their membership in the Complainant in violation of the Wisconsin Employment Peace Act.

The Employer in written answer, denied all substantive allegations herein, including a denial that it had at any time recognized the Complainant as the collective bargaining representative of its employes employed in the George Street plant. At the hearing, counsel for the Employer appeared specially and moved that the complaint herein be dismissed, and alleging that the unit was inappropriate and also moved that a representation election should be conducted among all employes employed in all four sites operated by the Employer. Thereby, the Employer argues, the appropriate collective bargaining unit would be established and the employes would determine whether they desire to be represented by the Union for purposes of collective bargaining. The facts clearly establish that the employes at the George Street plant have in the past, and at all times material herein, constituted an apporpriate unit.

The Commission has held where an employer is aware of the majority status of the union and engages in activity to dissipate the Union's majority, an election is not necessary to establish representative status and the Employer will be required to bargain with the union. 2/

In light of the foregoing Findings of Fact, Conclusions of Law and the discussion to follow, the Employer's motion for the conduct of a representation election is without merit and is therefore denied.

Voluntary Recognition of Collective Bargaining Representative

Whereas the Employer denies that it has, at any time relevant herein, recognized the Union as the collective bargaining representative of its George Street production and maintenance employes, such a conclusion is not supported by the actions of Dean Dickinson. Dickinson at no time prior to the hearing in the instant proceeding questioned the majority status of the Union. Furthermore, he proceeded to bargain with the Union's representatives on at least two occasions, in February, 1974. Proposals and counterproposals were discussed and agreement, although short of formalization, appeared imminent on several items, including pay for jury duty and funeral leave.

During the course of the first meeting, Dickinson stated that he was not in favor of unions, but if that was what the employes wanted that he would go along with it. At neither the initial meeting on February 12, 1974, nor the subsequent negotiation sessions on February 22

2/ Tony's Pizza Pit (9405-A, B) 10/68 (aff. Dane Co. Cir. Ct. 7/70); Buckley Laundry Co. (8943-B, C) 7/70; Valley Sanitation Co., Inc. (9475-A) 1/71.

and March 14, 1974, did Dickinson express a good faith doubt that the Union was not, in fact, the majority representative of the production and maintenance employes employed at the George Street plant.

Furthermore, the fact that Ted Ward, owner of LaCrosse Modern Cleaners, was present at two bargaining sessions and suggested to Dickinson that they work together in negotiations, substantiates that Dickinson was aware of his predecessor's participation in multi-employer bargaining. In the absence of any indication that Dickinson attempted to withdraw from such arrangement and in light of his active participation with Ward, in at least one negotiation session, it is concluded that Dickinson acknowledged the exclusive collective bargaining representative status of the Union with respect to the production and maintenance employes employed at the George Street location.

The Unfair Labor Practices

The facts relevant to the instant proceeding have been set forth in the Findings of Fact and will not be repeated herein. It is significant that Dickinson, when called as a witness, did not deny the events set forth in the Findings of Fact.

Dickinson was aware that his production and maintenance employes were members of the Union, as substantiated by the fact that he remitted dues to the Union for said employes for the months of January and February, 1974. He also remitted payments to the health and welfare fund on behalf of such employes. Following two bargaining sessions Dickinson became aware of the Union's demands and set upon a course to rid himself of the obligation to bargain in good faith with the Union by calling meetings with employes at the George Street plant and promising said employes increases in wages and other benefits to discourage their affiliation with the Union. At one of the meetings, he requested the employes to sign a letter which he had prepared, wherein the employes indicated their desire to so dissaffiliate. Under such circumstances, we cannot conclude that the employes' action in that regard was voluntary, and therefore, in that regard, the Employer committed a violation of Section 111.06(1)(a) of the Act. 3/

In M & M Chevrolet Co., Inc. (4083-A) 4/56, the Commission found that by bargaining directly with employes individually after a union had been selected as the bargaining representative, an employer had refused to bargain collectively within the meaning of Section 111.06 (1)(d) and (a).

> '. . . the duty of management to bargain in good faith is essentially a corollary of its duty to recognize the union.' This obligation is said to require 'at a minimum recognition that the statutory representative is the one with whom . . . [the employer] . . . must deal in conducting bargaining negotiations, and that it can no longer bargain directly or indirectly with the employees.' The statutory obligation thus imposed is to deal with the employees through the union rather than dealing with the union through the employees. Thus, attempts to bypass the representative may be considered evidence of bad faith.

3/ Rainbow Auto Wash Corp. (4788) 6/58; YMCA of Milwaukee (4465) 2/57; Doyle Litho & Printing Co. (8126-C) 5/68; Merrill Motor Service (10844) 12/72.

The employer's bargaining obligation is premised upon the majority status of the union. Individual dealings with employees at a time when the union claims, but does not actually represent, a majority may not be used as evidence of bad faith. But a belief that the union has lost its majority is not a ground for refusing to bargain where the majority issue is 'raised by the employer in a context of illegal anti-union activities, or other conduct by the employer aimed at causing disaffection from the union' or designed to gain 'time in which to undermine the union'. 4/

Dickinson, in attempting to negotiate directly with the employes, violated Section 111.06(1)(d) and (a) of the Act. During the conduct of such sessions, Dickinson attempted to undermine and bypass the bargaining representative by offering his employes improvements in the terms of employment for their disavowal of the Complainant.

The Commission has also found that, where an employer changed working conditions without negotiating with a bargaining representative, when the latter was seeking to negotiate a collective bargaining agreement, the employer had refused to bargain in good faith. 5/ Accordingly, the Respondent, by Dickinson's unilateral granting of a wage increase, refused to bargain with the Union and in that regard violated Section 111.06(1)(d) and (a) of the Act.

Dated at Madison, Wisconsin this 14th day of October, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney
Morris Slavney, Chairman

Zel S. Rice II, Commissioner

Howard S. Bellman
Howard S. Bellman, Commissioner

4/ Morris, The Developing Labor Law, p. 305, citing NLRB v. Insurance Agents' Int'l. Union, 361 US 477, 484-485, 45 LRRM 2705 (1960); General Electric, 150 NLRB 192, 194, 57 LRRM 1491 (1964). See notes 59-85 supra. See also Medo Photo Supply Corp. v. NLRB, 321 US 678, 14 LRRM 581 (1944); Wings & Wheels, Inc., 139 NLRB 578, 51 LRRM 1341 (1962); Channel Master Corp., 162 NLRB 632, 64 LRRM 1102 (1967); Cal-Pacific Poultry, Inc., 163 NLRB 716, 64 LRRM 1463 (1967). In a real sense, bypassing the representative means failing to bargain collectively - a per se refusal to bargain; however, the cases generally treat "bypassing" as merely evidence of lack of good faith in the duty to bargain. Insular Chemical Co., 128 NLRB 93, 46 LRRM 1268 (1960). C & C Plywood Corp. 163 NLRB 1022, 64 LRRM 1488 (1967).

5/ Nopack, Inc., 5708 (3/61).