

In the Matter of HARVEY CHALMERS & SON, INC. and TEXTILE
WORKERS UNION OF AMERICA (CIO)

Case No. 3-C-928.—Decided December 10, 1947

Mr. Stanley D. Kane, for the Board.

Mr. H. Andrew Schlusberg, of Gloversville, N. Y., for the respondent.

Mr. Harry Pozefsky, of Gloversville, N. Y., for the Union.

DECISION

AND

ORDER

On January 15, 1947, Trial Examiner Wallace E. Royster issued his Intermediate Report in the above-entitled proceeding, finding that the respondent, Harvey Chalmers & Son, Inc., had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the respondent filed exceptions, a supporting brief, and a request for oral argument.¹ That request was granted by the Board on January 27, 1947, but was subsequently revoked on October 1, 1947. At that time the Board specifically afforded the parties 20 days within which to file supplemental briefs or written arguments setting forth the matters which would have been covered in oral argument. A supplemental brief in lieu of oral argument was thereafter filed by the respondent, which objected to the revocation of oral argument.

The Board has considered the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs filed by the respondent, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner with the exceptions and additions set forth below.²

¹ Under Section 203 43 of the Rules and Regulations of the Board, the granting of oral argument before the Board Members is discretionary.

² The provisions of Section 8 (1) of the National Labor Relations Act, which the Trial Examiner herein found were violated, are continued in Section 8 (a) (1) of the Act as amended by the Labor Management Relations Act, 1947.

1. The Trial Examiner found that on June 7, 1946, Eleanor Langley, secretary to Harvey Chalmers, the respondent's president, distributed letters of resignation from the Union to the respondent's employees after Chalmers had made a speech in which he announced certain new employee benefits. The record reveals, and we find, that these letters were distributed to the employees and signed by them before that speech was made. We nevertheless agree with the Trial Examiner's conclusion that the respondent's announcement of new employee benefits constituted a violation of Section 8 (1) of the Act, even though it was made after the employees concerned had withdrawn from the Union.

The record supports the Trial Examiner's finding that on or about May 31, 1946, Chalmers questioned employee Perfetti concerning the latter's possession of Union authorization cards.³ Later that day, he further questioned Perfetti concerning the surrender of those cards; and on June 3, 1946, he conferred with his attorney and Perfetti in an effort to reach an agreement whereby the latter would attempt to induce his fellow employees to abandon the Union. With this background, we conclude that the announcement of new employee benefits on June 7, 1946, was intended to, and did, constitute a reward for the employees' withdrawal from the Union, and that it was also intended to insure against their rejoining the Union.⁴ In addition, we find that the circulation of the withdrawal letters by Chalmers' secretary in itself constituted an independent violation of Section 8 (1) of the Act.⁵

2. The Trial Examiner found that the respondent further violated Section 8 (1) of the Act by depriving employee Perfetti of the opportunity to work a full schedule and overtime from approximately June 1 to August 1, 1947, because of the latter's membership in and activity on behalf of the Union. In consonance with this finding, the Trial Examiner recommended that Perfetti be made whole for his loss of earnings during that period. He was in the respondent's employ at the time of the hearing, so no question of reinstatement is before us.

We agree that the record supports the Trial Examiner's finding, but we do not adopt his recommended remedy. The record shows, as the Trial Examiner found, that Perfetti, in his efforts to bargain individually, colluded with the respondent to deprive his fellow employees of their rights under Section 7 of the Act. Under the cir-

³ Inasmuch as the complaint herein does not allege that this interrogation constituted proscribed activity within the meaning of Section 8 (1) of the Act, we make no ruling on this point.

⁴ *Matter of Automatic Screw Machine Company*, 52 N. L. R. B. 488.

⁵ *Matter of Ames Harris Neville Company*, 67 N. L. R. B. 422.

cumstances, we are of the opinion that the purposes of the Act would not be effectuated by ordering that Perfetti be made whole for his loss of earnings.⁶

ORDER

Upon the entire record in the case and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the respondent, Harvey Chalmers & Son, Inc., and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Textile Workers Union of America (CIO), or in any other labor organization of its employees, by discriminatorily depriving any of its employees of the opportunity to work a full schedule;

(b) Offering its employees benefits to persuade them to abandon membership in or activity on behalf of Textile Workers Union of America (CIO), or in any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Textile Workers Union of America (CIO), 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 other mutual aid or protection, as guaranteed in Section 7 of the Act.

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

(a) Post at its plant in Amsterdam, New York, copies of the notice attached hereto, marked "Appendix A."⁷ Copies of said notice, to be furnished by the Regional Director for the Third Region, shall, after being duly signed by the respondent's representative, be posted by it immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by any other material;

(b) Notify the Regional Director for the Third Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

MEMBER GRAY took no part in the consideration of the above Decision and Order.

⁶ Cf. *Matter of Thompson Cabinet Co.*, 11 N. L. R. B. 1106.

⁷ In the event that this Order is enforced by decree of a Circuit Court of Appeals, there shall be inserted in the notice, before the words "A Decision and Order," the words, "A Decree of the United States Circuit Court of Appeals, Enforcing"

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist TEXTILE WORKERS UNION OF AMERICA (CIO) 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 other mutual aid or protection.

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

HARVEY CHALMERS & SON, INC.,

By _____ (Representative) _____ (Title)

Dated _____

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

INTERMEDIATE REPORT

- Mr. Stanley D Kane*, for the Board.
- Mr. H. Andrew Schlusberg*, of Gloversville, New York, for the respondent.
- Mr. Harry Pozefsky*, of Gloversville, New York, for the Union.

STATEMENT OF THE CASE

Upon a charge duly filed June 10, 1946, by Textile Workers Union of America (CIO), herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Third Region (Buffalo, New York), issued its complaint dated October 31, 1946, against Harvey Chalmers & Son, Inc, Amsterdam, New York, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint accompanied by notice of hearing were duly served upon the respondent and the Union.

With respect to unfair labor practices, the complaint, as amended at the hearing, alleged in substance that the respondent from on or about May 1, 1946, to the date the complaint issued, attempted to bribe employees to abandon the Union

and to refrain from Union activity, expressed disapproval of the Union, stated that Union organization would result in no benefit to the employees, threatened employees with loss of employment if they assisted or became members of the Union, compelled employees to sign letters revoking their Union membership, on or about June 7, 1946, offered and gave its employees pay increases and other benefits for the purpose of dissuading them from joining or assisting the Union, and on or about June 1, 1946, for a period of approximately 2 months, withdrew from one, Jerome Perfetti, the privilege of working overtime and decreased his regular working hours to his financial loss because of his membership in and activity on behalf of the Union. The respondent's answer, dated November 18, 1946, denied the commission of unfair labor practices.

Pursuant to notice, a hearing was held on December 2 and 3, 1946, in Amsterdam, New York, before the undersigned, the Trial Examiner duly designated by the Chief Trial Examiner of the Board, the respondent, and the Union were represented by counsel and all participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. A motion by Board's counsel to conform the pleadings to the proof in minor matters such as dates and names was granted over the objection of counsel for the respondent. Counsel for each party argued orally on the record and each was advised that he might file briefs and/or proposed findings and conclusions with the undersigned. None has been filed.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:

FINDINGS OF FACT

I THE BUSINESS OF THE RESPONDENT

Harvey Chalmers & Son, Inc., is a New York corporation having its principal office and place of business in Amsterdam, New York, where it is engaged in the design, manufacture, and sale of pearl and casein buttons. During the 12-month period preceding the hearing, raw materials having a value in excess of \$25,000, were shipped to the respondent from points outside the State of New York and during the same period finished products having a value of more than \$25,000, were shipped by the respondent to points outside the State of New York. The respondent conceded, for the purpose of the hearing, that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

Textile Workers Union of America is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the respondent.

III THE UNFAIR LABOR PRACTICES

Interference, restraint, and coercion

Evidence in support of the allegations in the complaint was adduced almost entirely from the testimony of Jerome Perfetti, an employee of the respondent for more than 20 years. Since the respondent called no witnesses and offered no evidence, Perfetti's testimony is undenied. In argument, counsel for the respondent urged that this testimony be disregarded, characterized Perfetti as a vague, contradictory, and unreliable witness, and argued that no finding adverse to the

respondent should be based on his testimony. The undersigned has scrutinized Perfetti's testimony and has come to the conclusion that it is worthy of belief. It is found that Perfetti was a truthful witness; that his frequent inability to recall precise dates and his occasional confusion as to the sequence of events are not, under the circumstances, indicia of untruthfulness or unwillingness to describe completely and accurately the happenings about which he was questioned. Generally, no attempt will be made herein to set forth the various conflicts in dates arising in Perfetti's testimony. The undersigned is convinced, and therefore finds, that the happenings hereinafter described occurred in the sequence given

Perfetti performed his task as a button counter in a room on the fourth floor of the respondent's factory under Foreman Joe Dorn and Forelady Mary Hoag, both of whom also supervised the work of the approximately 20 girls in the same department. Perfetti, one of the more senior workers, earned approximately \$57 to \$59 on a piece-work basis, by working about 48 hours a week. About May 15, 1946, Perfetti joined the Union and shortly thereafter suggested to Harvey Chalmers, respondent's president, that he be granted a week's vacation with pay.¹ Chalmers refused the request, stating that too great expense was involved, and advised Perfetti to go back to work and "forget it." Within a few days, the respondent hired a number of boys, who became known in the plant as "commandos." They were assigned to machines customarily serviced by Perfetti² with the result that his opportunity to work was lessened and his earnings curtailed. Perfetti complained to Foreman Joe Dorn that he was being "blocked-off" from the machines he normally would work and, when no promise of relief was forthcoming, renewed his complaint to Harvey Chalmers and Superintendent Fred Aber. Chalmers told him that he must accept the arrangements. Perfetti continued to protest the use of "commandos" until Aber said "I got something on you, I got something on you; you are fired."³ On Chalmers' suggestion, Perfetti returned to work and his discharge was never effectuated. On returning to the sorting room, he related his experience to his Forelady, Mary Hoag, and speculated on the reasons which would cause Aber to discharge him. Hoag said she thought "it was something about the Union."

According to Perfetti, this led him to question the security of his employment and, reflecting upon his near escape from discharge after more than 20 years of service, he initiated an organizing campaign for the Union among the employees in the sorting room. Apparently his activity came to the notice of the respondent, for about May 31, 1946, he was called aside by Harvey Chalmers and asked if he had any "blue cards"⁴ in his pocket; if so, how many; and if they were signed. Later, in the same day, Chalmers again attempted to secure the designation cards from Perfetti and sought to learn upon what terms Perfetti would surrender them. Perfetti stated that all he wanted was "security." Chalmers then suggested a conference with respondent's attorney in which Perfetti concurred. Upon the assumption, apparently, that he and Perfetti would reach agreement by which Perfetti would undertake to have the employees abandon the Union, Chalmers urged Perfetti to secure the return of the designation cards immediately. Perfetti refused when Chalmers would not agree to approach each employee with him

¹ It is not found that Perfetti was on this occasion acting in behalf of other employees.

² There is no evidence that "commandos" worked at other assignments

³ A few days before this occasion, Aber advised Perfetti not to be concerned about the "commandos" as "there [was] going to be a lot of work from out West."

⁴ Union authorization cards were printed on blue stock.

On the Monday following, June 3, Perfetti and Chalmers met with the latter's attorney, Harry Borst. Perfetti reiterated his request that he be made secure in his employment and that he be assured of a wage of \$65 00 for a 40-hour week. Either Borst, in Chalmers' presence, or Chalmers suggested that Perfetti might be given a chicken farm as compensation for leading the employees out of the Union. Perfetti protested that he did not seek a reward of such value. After further bargaining, the respondent agreed to submit a contract to Perfetti's attorney embodying terms to which the respondent was agreeable. In a day or two, Perfetti allegedly rejected what he considered to be an unsatisfactory offer⁵ from the respondent in this connection, having in the interim come to the conclusion that he should receive a cash payment of \$2,000. A form of contract which was admittedly submitted by the respondent to Perfetti's attorney is attached hereto as "Appendix A."⁶ No contract resulted and, apparently, no further negotiations took place between the respondent and Perfetti.

On June 7, 1946, Chalmers spoke to the employees in the sorting room during working hours, telling them of the immediate institution of a paid vacation policy; the creation of a welfare fund at respondent's expense; and other benefits more fully described below. Following this, Chalmers' stenographer, Eleanor Langley, gave to each employee a letter prepared for signature, in the following form:

AMSTERDAM, N. Y., June 7, 1946.

Mr. GERMANO PERFETTI,
66 James Street, Amsterdam, N. Y.

DEAR MR. PERFETTI: I herewith make formal request that you return to me within twenty-four hours the C. I. O. application ticket which I signed. The reason for this is that I wish to withdraw my signature. Please understand that the law gives me the privilege of doing so.

Yours truly,

All who had designated the Union signed such letters, thus repudiating their earlier action, and deposited them on Perfetti's machine. Later in the day, a notice over the signature of Chalmers appeared on respondent's bulletin board summarizing the newly offered employee benefits as follows:

It has been the consistent policy of the new management insofar as financial conditions enabled it, to continuously improve the conditions of the workers. We have heretofore informed you of certain benefits that would be coming to you. We are now very glad to notify you that we are able to give you the following new benefits, which, we feel confident, will bring about the spirit of cooperation which is so necessary to permit a company to operate so successfully:

1. One (1) week's vacation with pay, the first week in July. The factory will be closed for that week
2. We will create a welfare fund into which we will pay \$250 00 a week for one year. From the proceeds of this fund we will pay the following:
 - A. Five (5) paid holidays through the year.
 - B. A week's extra pay on November 29.

⁵ The undersigned sustained an objection by respondent's counsel when counsel for the Board sought to elicit testimony from Perfetti with regard to a form of contract allegedly submitted by the respondent to Perfetti's attorney when no showing was made that the document in question could not be produced and when it was not clear that Perfetti's attorney, who allegedly received the writing from the respondent, was not available as a witness.

⁶ Perfetti denied seeing this writing until shown to him on the witness stand.

C. We will purchase a group insurance policy, which policy will give to the employees the following benefits:

- (1) A life insurance policy of \$1,000 00.
- (2) If you are disabled by accident or nonoccupational sickness, you will receive certain weekly benefits for a substantial number of weeks.
- (3) Hospitalization benefits.
- (4) Surgery benefits up to \$150 00 per operation.

HARVEY CHALMERS & SON, INC

[Signed] HARVEY CHALMERS.

Conclusions

The undersigned is convinced that Perfetti was an object for discrimination because of his membership in and activity on behalf of the Union. The assignment of "commandos" to work on machines which he had customarily operated, within a few days after he became a Union member, with the result that his earnings were materially lessened, is a circumstance which, standing unexplained, gives rise to a reasonable inference of discrimination. At no prior time during his more than 20 years of employment had his opportunity to work been similarly curtailed and, so far as the record shows, no other employee was similarly affected. No reason for such discrimination is suggested in the record save that Perfetti had joined the Union. On the very day that the "commandos" interfered with his work opportunity, Superintendent Aber offered to discharge him and remarked "I got something on you." Forelady Hoag's expressed opinion that Aber had reference to the Union, while of course not proof of such a conclusion, is evidence that Perfetti's Union membership was no secret. The undersigned finds that the respondent was aware that Perfetti was a Union member on the day of these happenings.

Perhaps all this is susceptible of innocent explanation. Possibly witnesses could have been produced by the respondent to refute Perfetti's testimony and the adverse inferences arising therefrom. No such explanation was attempted, however, and no such evidence was offered. The undersigned finds, therefore, that from the period of approximately June 1 to August 1, 1946, Perfetti was deprived of opportunity to work a full schedule and deprived of opportunity to work overtime because of his membership in and activity on behalf of the Union and that the respondent thereby violated Section 8 (1) of the Act.

Evidence of other violations of the same section is equally clear and similarly unrefuted. Unwilling to meet Perfetti's price to secure the repudiation of the Union by the employees in the sorting room, the respondent resorted to more direct action; announced immediately the institution of the employee benefits heretofore set forth; and simultaneously circulated letters for signature whereby the employees withdrew from the Union. Thus the respondent's objective was accomplished. Thus also, it is found, the respondent further violated Section 8 (1) of the Act.

In the somewhat peculiar congeries of incidents here recited, some further rationalization of these findings is perhaps indicated. As has been found, Perfetti became a subject for discrimination when he joined the Union and then, unexpectedly, found himself in a tactical position for individual bargaining. The undersigned is convinced that although Perfetti's negotiations with the respondent concerning a contract had for their purpose the securing to Perfetti of a preferred position as an individual, they actually amounted, despite his protestations to the contrary, to collusion between Perfetti and the respondent to deprive

the employees of their right under Section 7 of the Act, to be represented by an agency of their own choice. The fact that Perfetti was for a time willing to be a party to such an arrangement⁷ does not remove the onus of the violation from the respondent.

IV THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondent set forth in Section III, above, occurring in connection with the operations of the respondent described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and such of them as have been found to constitute unfair labor practices, tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Since it has been found that the respondent engaged in unfair labor practices within the meaning of Section 8 (1) of the Act, the undersigned will recommend that it cease and desist therefrom and take certain affirmative action in order to effectuate the policies of the Act.

Since it has been found that the respondent discriminated against Perfetti by depriving him of opportunity to work a full schedule from about June 1 to August 1, 1946, with the result that Perfetti's earnings were decreased during that period, and since it has been found that the respondent was motivated in such action by Perfetti's membership in and activity in behalf of the Union, it will be recommended that the respondent make Perfetti whole for the loss he sustained thereby⁸ by payment to him of a sum of money equal to that which he normally would have earned less his net earnings⁹ during that period.

Other acts of the respondent which have been found to constitute unfair labor practices coupled with the discrimination against Perfetti, indicate an attitude of opposition to the purpose of the Act generally. That the order may be co-extensive with the threat of future violations, it will be recommended that respondent cease and desist from violating the Act in any manner.¹⁰

Upon the basis of the above findings of fact, and upon the entire record in the case, the undersigned makes the following:

CONCLUSIONS OF LAW

1 Textile Workers Union of America (CIO) is a labor organization within the meaning of Section 2 (5) of the Act.

2 By discriminating in regard to the conditions of employment of Jerome Perfetti; by offering preferred employment status to Perfetti in consideration of his abandonment of union activity; and by offering and granting benefits to employees to persuade them to abandon the Union, the respondent discouraged membership in Textile Workers Union of America (CIO), interfered with, re-

⁷ Perfetti denied that he at any time had a purpose of acceding to the respondent's plan. The undersigned is persuaded to a contrary conclusion.

⁸ This particular aspect of respondent's unfair labor practices was not alleged to constitute a violation of Section 8 (3) of the Act. However, Board's counsel urged at the opening of the hearing that Perfetti be made whole for this loss.

⁹ Here net earnings would consist of his actual earnings for work performed for the respondent and any additional earnings made during hours when he normally would have been employed by respondent.

¹⁰ See *N L R B v Express Publishing Company*, 312 U S 426.

strained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in unfair labor practices within the meaning of Section 8 (1) of the Act.

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

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law and upon the entire record in the case, the undersigned hereby recommends that the respondent, Harvey Chalmers & Son, Inc., Amsterdam, New York, its officers, agents, successors, and assigns shall:

1 Cease and desist from:

(a) Discouraging membership in Textile Workers Union of America (CIO) or in any other labor organization of its employees by discriminatorily depriving them, or any of them, of opportunity to work a full schedule;

(b) Offering employees benefits to persuade them to abandon membership in or activity on behalf of Textile Workers Union of America (CIO) or in any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist Textile Workers Union of America (CIO), 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 other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the undersigned finds will effectuate the policies of the Act:

(a) Make Jerome Perfetti whole for any loss of pay he may have suffered by reason of the discrimination by the respondent against him by payment to him of a sum of money equal to that which he normally would have earned as wages during the period of discrimination less his net earnings during that period;

(b) Post at its plant in Amsterdam, New York, copies of the notice attached hereto marked "Appendix B" Copies of said notice, to be furnished by the Regional Director for the Third Region shall, after being duly signed by the respondent, be posted by it immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees customarily are posted; Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Third Region within ten (10) days from the receipt of this Intermediate Report what steps the respondent has taken to comply herewith

It is further recommended that unless on or before ten (10) days from the date of the receipt of this Intermediate Report, the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid

As provided in Section 203.39 of the Rules and Regulations of the National Labor Relations Board, Series 4, effective September 11, 1946, any party or counsel for the Board may, within fifteen (15) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.38 of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and four copies of a statement in writing setting

forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof; and any party or counsel for the Board may, within the same period, file an original and four copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.65. As further provided in said Section 203.39, should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

WALLACE E. ROYSTER.

Trial Examiner.

Dated January 15, 1947.

APPENDIX A

THIS AGREEMENT made this _____ day of June, 1946, between HARVEY CHALMERS & SON, INC., a domestic corporation organized and existing under the laws of the State of New York with its principal office located in the City of Amsterdam, Montgomery County, New York, party of the first part, and GERMANO PERFETTI, of 66 James Street, in the City of Amsterdam, Montgomery County, New York, party of the second part.

WHEREAS, the second party has been in the employ of first party in the City of Amsterdam for more than twenty (20) years and has held, during said time, the position of button counter in first party's mill in the City of Amsterdam, and during said time, the relationship between said parties has been on a friendly basis and the second party has always been courteous to, and faithfully carried out the orders of, the officials and supervisory personnel of first party and

WHEREAS, second party has lately become concerned about the permanency of his said position with first party and

WHEREAS, first party recognizes the ability of second party to perform his said work as button counter and his courteous conduct and willingness to faithfully carry out the orders of the officials of first party and its supervisory personnel, and being desirous of having second party continue his said work, as he has in the past and of relieving the concern of second party and of assuring second party a permanent position as a button counter in its said mill as far as it is able and within the limitations as hereinafter specified, the parties hereto do mutually agree as follows:

First party shall continue to employ second party as a button counter at its Amsterdam mill for such period of time as second party efficiently performs such work, and shall pay him at the same wage rate as he now receives, except that, in the event that the wage rate of employees in the Amsterdam mill of first party shall increase or decrease, the wage rate of second party shall be increased or decreased in the same percentage. Second party shall receive the same benefits as first party shall grant to its other employees at Amsterdam, including vacations with pay and participation in a welfare fund and other benefits, if, when and for such periods of time as such benefits shall be granted by first party to its employees.

The said employment of second party by the first party shall be subject to the following limitations:

First party shall be under no obligations to pay second party, except when the type of work now performed by second party is used by first party in its Amsterdam mill and only for work actually performed by second party. First party shall be under no obligation to employ second party at said work when its said mill at Amsterdam is not in operation, or in the event that a new method of button counting comes into use, so that the type of work now performed by second party in the counting of buttons is discontinued by first party, or if for any other reason the work now performed by second party for the counting of buttons is not used by first party at its Amsterdam mill.

Second party agrees to faithfully and efficiently to perform said work and to be courteous to, and obey the orders of, the officials and supervisory personnel of first party.

It is further agreed that this contract shall terminate if second party is unable to, or refuses for thirty (30) days to perform his said work.

IN WITNESS WHEREOF, the first party has caused its corporate seal to be hereunto affixed and this agreement executed by its President the day and year first above written and second party has signed this agreement and affixed his seal thereto the day and year first above written.

HARVEY CHALMERS & SON, INC.,

By -----

(President)

STATE OF NEW YORK,

County of Montgomery, ss:

City of Amsterdam,

On this ----- day of June, Nineteen Hundred and forty-six before me personally came HARVEY CHALMERS 2nd, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Amsterdam, New York, that he is the President of HARVEY CHALMERS & SON, INC., the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(Notary Public)

STATE OF NEW YORK,

County of Montgomery, ss:

City of Amsterdam,

On this ----- day of June, Nineteen Hundred and forty-six, before me, the subscribed, personally appeared GERMANO PERFETTI, to me personally known and known to me to be the same person described in and who executed the within Instrument and he duly acknowledged to me that he executed the same.

(Notary Public)

APPENDIX B

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor or-

ganizations, to join or assist TEXTILE WORKERS UNION OF AMERICA (CIO), 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 other mutual aid or protection

WE WILL make Jerome Perfetti whole for any loss of pay suffered as a result of the discrimination against him

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

HARVEY CHALMERS & SON, INC.,

By _____
(Representative) (Title)

Dated _____

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