

In the Matter of ABRAHAM KRAVITZ AND SIDNEY KRAVITZ, PARTNERS,
TRADING AS A. KRAVITZ & COMPANY and UNITED BEDDING & GLIDER
WORKERS UNION, LOCAL No. 404, UPHOLSTERERS' INTERNATIONAL
UNION OF NORTH AMERICA, AFL

Case No. 4-CA-255.—Decided May 18, 1950

DECISION

AND

ORDER

On March 3, 1950, Trial Examiner Sydney S. Asher, Jr., issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondents filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Herzog and Members Reynolds and Styles].

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the Respondents' exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

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 Respondents, Abraham Kravitz and Sidney Kravitz, Partners, trading as A. Kravitz & Company, Philadelphia, Pennsylvania, and their agents, successors, and assigns, shall:

1. Cease and desist from :

(a) Interrogating their employees concerning their union affiliations, activities, or sympathies;

(b) Threatening to close their plant should the employees join or retain membership in a labor organization or be successful in organizing the plant; and

(c) In any other manner interfering with, restraining, or coercing their employees in the exercise of the rights to self-organization, to form labor organizations, to join or assist United Bedding & Glider Workers Union, Local No. 404, Upholsterers' International Union of North America, AFL, or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) 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 Philadelphia, Pennsylvania, copies of the notice attached to the Intermediate Report and marked Appendix A.¹ Copies of the notice, to be furnished by the Regional Director for the Fourth Region, shall, after being duly signed by the Respondents' representative, be posted by the Respondents immediately upon receipt thereof, and maintained by them for at least 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 Respondents to insure that said notices are not altered, defaced, or covered by any other material;

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

INTERMEDIATE REPORT

Mr. John H. Wood, Jr., for the General Counsel.

Mr. Emil F. Goldhaber, of Philadelphia, Pa., for the Respondent.

Mr. Paul A. Gahan, of Philadelphia, Pa., for the Union.

¹ This notice, however, shall be and hereby is amended by striking from the first paragraph thereof the words, "The recommendations of a Trial Examiner," and substituting in lieu thereof the words, "A Decision and Order." In the event this Order is enforced by decree of a United States Court of Appeals, there shall be inserted before the words, "A Decision and Order," the words, "A Decree of the United States Court of Appeals enforcing."

STATEMENT OF THE CASE

Upon an amended charge filed on December 5, 1949,¹ by United Bedding & Glider Workers Union, Local No. 404, Upholsterers' International Union of North America, AFL, herein called the Union, the General Counsel for the National Labor Relations Board,² by the Regional Director for the Fourth Region (Philadelphia, Pennsylvania), issued a complaint dated January 13, 1950, against Abraham Kravitz and Sidney Kravitz, partners, trading as A. Kravitz & Company, herein called the Respondents. The complaint alleged that the Respondents had engaged in and were engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1), and Section 2 (6) and (7) of the National Labor Relations Act, 61 Stat. 136, herein called the Act. Copies of the complaint, amended charge, and notice of hearing were duly served.

With respect to the unfair labor practices, the complaint alleged, in substance, that from April 7, 1949, to and including the date of the issuance of the complaint above described, the Respondents interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act by: (a) Interrogating their employees concerning their affiliation with and interest in the Union; and (b) threatening their employees with loss of employment if the efforts to organize a union continued or were successful. The Respondents thereafter duly filed their answer, admitting the allegations of the complaint with respect to their business operations, but denying the commission of any unfair labor practices.

Pursuant to notice, a hearing was held on February 1, 1950, at Philadelphia, Pennsylvania, before Sydney S. Asher, Jr., the undersigned Trial Examiner duly designated by the Chief Trial Examiner. The General Counsel and the Respondents were represented by counsel, and the Union by its representative. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. During the General Counsel's case-in-chief, the Respondents moved to exclude witnesses from the hearing room until they were called to testify. The motion was granted.³ At the close of the hearing, the General Counsel moved to conform the pleadings to the proof relative to names, dates, and places. The motion was granted without objection.

At the conclusion of the hearing, all parties were advised that they might argue orally before the undersigned concerning their respective positions, and were also advised as to their right to file proposed findings of fact and conclusions of law with briefs in support thereof. None availed themselves of this opportunity.

¹The original charge was filed April 12, 1949, and served on the Respondents on April 18, 1949.

²The General Counsel and the attorney representing him at the hearing are referred to herein as the General Counsel. The National Labor Relations Board is referred to as the Board.

³During direct examination of General Counsel's witness Lenora Laudenslager, who appeared in response to a subpoena, the Respondents' attorney moved that the General Counsel's questions intended to refresh the witness' recollection be first offered at side bar, in order to permit him to make objections beyond the witness' hearing, on the ground that, despite the fact that the objections might be sustained because of the questions' leading nature, they would recall to the witness' mind matters which she would not otherwise have recalled. The motion was denied.

Upon the entire record in the case, and from my observation of witnesses at the hearing, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENTS

The Respondents are partners engaged in the manufacture of lamp shades, with their office and principal place of business at Philadelphia, Pennsylvania. The Respondents in the course and conduct of their business use raw materials consisting principally of standard steel frames, rayon fabric, and velon, a plastic material. The Respondents annually use such materials valued at approximately \$38,000, 75 percent of which they cause to be transported in interstate commerce from and through States of the United States other than the Commonwealth of Pennsylvania. The Respondents manufacture lamp shades annually valued at approximately \$87,000, 50 percent of which they cause to be transported in interstate commerce to and through States of the United States other than the Commonwealth of Pennsylvania.

Upon the foregoing facts, I find that the Respondents are engaged in commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

United Bedding & Glider Workers Union, Local No. 404, Upholsterers' International Union of North America, AFL, is a labor organization within the meaning of Section 2 (5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. Background⁴

The Respondents carry on their operations on one floor. At all times relevant, Abraham Kravitz, one partner, was the Respondents' general manager, and his son, Sidney Kravitz, the other partner, was his assistant.

Some time prior to the events discussed below, Paul A. Gahan, a representative of the Union, informed General Manager Abraham Kravitz that some of the Respondents' employees desired the Union to represent them. Kravitz replied that if they wanted a union, they could have one. Apparently, the matter was dropped, as the record does not disclose any further communication between the Respondents and the Union prior to the issuance of the original charge herein.

The Union attempted to interest the Respondents' employees in unionization during the first week of April 1949. At that time, the Respondents employed between 36 and 40 employees. During this week, some unnamed employees approached General Manager Abraham Kravitz, complained of the tension among the employees which they attributed to the Union's attempts to organize the plant,⁵ and suggested that Kravitz speak to the employees on the subject.

On April 8, 1949, shortly after lunch, Kravitz called the employees together and spoke to them on the floor of the plant. Substantially all of the employees

⁴ The findings contained in this subsection are based principally upon the uncontradicted testimony of Abraham Kravitz.

⁵ Kravitz testified that he had noticed the tension, and that he, too, attributed it to the Union's organizational efforts.

were present, as was also Kravitz' son and assistant, Sidney Kravitz. The contents of this speech will be discussed in detail below. The meeting lasted between 10 and 30 minutes, and the employees then returned to work. At the end of that business day, the Respondents laid off between 12 and 18 employees.⁶ These layoffs are not in issue, as the complaint does not allege that they were violative of the Act.

B. *Restraint, coercion, and interference*

1. The questioning of employee Proctor

Lena Proctor was employed by the Respondents to do pasting and other work for a period of about 5 years. She was among those laid off on April 8, 1949, and had not been recalled to work by the Respondents at the time of the hearing. Proctor testified in substance that on April 7, 1949, shortly after the close of the workday, General Manager Abraham Kravitz spoke to her in the plant. According to Proctor's testimony, Kravitz asked her if she had spoken to the union representative and she admitted that she had. Kravitz inquired what the union representative had said. Proctor responded that he had given her a card, with instructions to sign it and turn it in to him if she was interested in the Union. Kravitz then asked Proctor if she had signed the card, and she replied that she had not. Kravitz twice asked if Proctor were sure, and Proctor twice assured him that she had not signed the card. Proctor then left the plant.

Kravitz denied generally that he had ever talked to any employees individually with respect to the Union, except those who "come to me and told me what is going on."

Proctor appeared to be a forthright witness whose testimony is deemed worthy of belief. In view of her candor and the limited nature of Kravitz' denial, I find that the incident discussed above occurred substantially as related by Proctor. Such questioning of employees with respect to their union activities or membership, without more, has been consistently condemned by the Board as violative of the Act.⁷ It is therefore found that on April 7, 1949, the Respondents, through General Manager Abraham Kravitz, interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act, by interrogating employee Lena Proctor with respect to her union activities and membership.

2. The meeting of April 8, 1949

As previously mentioned, General Manager Abraham Kravitz spoke to the assembled employees on April 8, 1949. As the contents of this speech are directly in issue, the testimony of each witness will be briefly set forth.

Lenora Laudenslager, a former cellophaner who was among those laid off on April 8, 1949,⁸ testified in substance that Kravitz started the meeting by asking the employees generally who the girls were who had started the Union. There was no answer. Kravitz then asked what the Union could give the workers

⁶ Kravitz testified that April is a slack season in the lamp shade industry, and that employment is at a low ebb from April until the lamp show in July. This was corroborated by the testimony of Lena Proctor.

⁷ *Standard-Coosa-Thatcher Company*, 85 NLRB 1358; *Empire Pencil Company, Division of Hassenfeld Bros., Inc.*, 86 NLRB 1187.

⁸ Laudenslager had worked for the Respondents about 2 months before her layoff. She had not been recalled to work by the Respondents at the time of the hearing.

that they weren't already getting, reminded them that he had given them a \$25 war bond at Christmas, asserted that "you are not even allowed to be sick when you are in the Union," and stated that he would rather shut down the plant than have the Union come in and tell him what to do. Finally, Kravitz announced that there was not sufficient work for all the cellophaners, and that some of them would have to be paid off. Sidney Kravitz followed his father with another talk, but Laudenslager was unable to recall what Sidney Kravitz had said.

Lena Proctor testified in substance that Kravitz commenced by asking: "What about this union? Who went and got the man? What about it?" When there was no response, Sidney Kravitz said: "Go ahead and answer. You heard what he said." Abraham Kravitz repeated the question and employee Freda Gunther Cliett answered. Proctor could not recall what Cliett had replied. Abraham Kravitz then said: "What about the union? You girls are a fool. I have been belonging to a union for several years. They are no good. They just take your money. I have been hearing this going on for weeks about a union. Now I am going to find out what it is." Proctor then asked Abraham Kravitz why he didn't let the union representative speak to the employees. Abraham Kravitz replied: "Who the hell is he that I should let him come in and tell me what to do?" Another employee asked Abraham Kravitz if he didn't want a union, and he angrily replied that before he would have a union, he would close down the plant for 3 months. Kravitz then stated that there was going to be a layoff.

Alice Montgomery, a cellophaner who was laid off with the others on April 8, 1949,⁹ testified in substance that Kravitz first asked the employees who had called the union representative in, then asked them why, if they were not satisfied, they had not talked to him before calling in the union representative. He stated that anyone wanting a raise should see him about it, that he had always been reasonable. Then he said he would close down the plant before he would let a union come in, that he did not want to take orders from a union and that he would have to do so if the Union came in. Finally, Kravitz indicated that there was not enough work on hand to keep all the cellophaners busy. Sidney Kravitz spoke next, agreeing generally with what his father had said. Montgomery described the general atmosphere of the meeting as follows: "Well, it wasn't harmonious, but I don't think there was any outright arguments."

Freda Gunther Cliett, a sewing machine operator who was laid off sometime after the meeting of April 8, 1949,¹⁰ testified in substance that Kravitz opened the meeting by asking: "What's all this I hear about a union? Who started it? All of you have been talking behind my back about a union. Why can't you tell me what it's all about?" Cliett replied that some of the employees had met the union representative outside the plant and had been invited to attend a union meeting. Kravitz then asked what a union could give the employees that he couldn't give them, and stated that he didn't want the Union in the plant because it would run his business. He further said that the employees could not stay away from work because of sickness if they had a union. He asked: "Aren't you satis-

⁹ Montgomery had not been recalled to work by the Respondents at the time of the hearing. She had been employed by the Respondents 4 days before her layoff.

¹⁰ Cliett was laid off as a result of an argument with Sidney Kravitz. She testified that her layoff took place at quitting time, either on April 8, 1949, or on some later date. Kravitz set the time of Cliett's layoff as a week or 10 days after April 8, 1949. It is deemed unnecessary to determine the exact date of Cliett's layoff. She had not been recalled to work by the Respondents at the time of the hearing, and had been employed by the Respondents about a year before her layoff.

fied?" Cliett answered: "Well, if I can make a thousand dollars a week, I am going to make it." Kravitz then asked what the employees wanted. When there was no response, Kravitz said: "Well, we are not going to have a union in here. I am not going to have a union. I will close up the shop for three months and I will live."

Abraham Kravitz testified in substance that he had made the speech in response to the request of some of his employees described above, because he was curious to know what caused the tension and whether or not his employees wanted a union, and in order that his employees should not be afraid of one another. He testified that he had opened the meeting by asking: "What is this about that union idea? There is all commotion in the place; nobody is working; everybody is nervous. Why don't you girls come talk to me? Is there anything you want that a union can give you and I can't?" He also asked them whether or not they wanted the Union. Cliett answered, but Kravitz could not remember the nature of her reply. An employee asked Kravitz what objection he had to the Union. He did not testify to his reply. Kravitz also stated: "Right now we are low and we can close up for about three months." He told the employees that business was slow and that some of them would be laid off.¹¹ Finally, Kravitz testified that the meeting had the effect of easing the tension among the employees.¹²

Kravitz denied that, in the course of the speech, he had asked the employees who had called in the union representative, or that he had stated that unions are no good, they just take your money, or that if the Union came in he would no longer be boss. He further denied that he had said that he would close the plant if the Union came in. It is significant, however, that Kravitz admitted mentioning the Union and the possibility of closing the plant for 3 months in the same speech. His denials in these respects were not convincing and are not credited.¹³

Although Landenslager, Proctor, Montgomery, and Cliett did not completely agree in some minor respects, they agreed generally, and each related a convincing account of the meeting of April 8, 1949. Moreover, much that these witnesses said was corroborated by Kravitz' admissions. Accordingly, it is found that General Manager Kravitz, on April 8, 1949, asked the assembled employees who was responsible for bringing the union representative into the plant, asked them whether or not they desired to have a union, stated that the Respondents would close their plant for 3 months if the Union succeeded in its organizational efforts, and announced a layoff.¹⁴

Kravitz' question concerning the union representative was clearly designed to elicit information with respect to the identity of the employee or employees responsible for the Union's advent. As such, it was interrogation proscribed by the Act.¹⁵ The same holds true of his questioning the assembled employees as to whether or not they desired a union. Moreover, his statement with respect to closing the Respondents' plant was a clear and unmistakable threat of economic

¹¹ Kravitz testified: "We have our plans made a couple of weeks ahead of time" but that no announcement of the impending layoff was made before the meeting of April 8, 1949.

¹² Sidney Kravitz did not testify.

¹³ Kravitz also denied that he had threatened any of the employees with loss of employment if they continued their efforts to organize the Union or if the Union came into the plant. It is found that he did not threaten any employees with *outright discharge* if the Union came in.

¹⁴ Although the record shows that Sidney Kravitz also spoke to the employees at this meeting, the contents of his speech are not clear. Accordingly, no finding is based on any speech made by Sidney Kravitz.

¹⁵ *Standard-Coosa-Thatcher Company, supra.*

reprisal for protected concerted activities, violative of the employees' statutory rights.³⁰ Neither the interrogation nor the threat described above fall within the protection of Section 8 (c) of the Act. Accordingly, it is found that the Respondents on April 8, 1949, through General Manager Abraham Kravitz, interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8 (a) (1) of the Act, by interrogating their employees with respect to their union activities, and by threatening economic reprisal if the Union succeeded in organizing the plant.³⁷

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

V. THE REMEDY

Having found that the Respondents have engaged in certain unfair labor practices, I will recommend that they cease and desist therefrom and that they take certain affirmative action designed to effectuate the policies of the Act. Because of the Respondents' unlawful conduct and its underlying purpose and tendency, I find that the unfair labor practices found are persuasively related to the other unfair labor practices proscribed and that danger of their commission in the future is to be anticipated from the course of the Respondents' conduct in the past.³⁸ The preventive purpose of the Act will be thwarted unless the order is coextensive with the threat. In order, therefore, to make effective the interdependent guarantees of Section 7, to prevent a recurrence of unfair labor practices, and thereby to minimize industrial strife which burdens and obstructs commerce, and thus effectuate the policies of the Act, I will recommend that the Respondents cease and desist from in any manner infringing upon the rights guaranteed in Section 7 of the Act.³⁹

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

CONCLUSIONS OF LAW

1. United Bedding & Glider Workers Union, Local No. 404, Upholsterers' International Union of North America, AFL, is a labor organization within the meaning of Section 2 (5) of the Act.

2. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the Respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

³⁰ As the court stated in *The Atlas Underwear Company v. N. L. R. B.*, 116 F. 2d 1020 (C. A. 6), at page 1023: "A statement to the employees of the petitioner that it might be necessary to close the plant, made during a period when unionization of its employees was sought to be effected, must be regarded as coercive. . . ."

³⁷ No finding of unfair labor practice is based upon the layoffs of April 8, 1949, nor upon Kravitz' statements that unions are no good, they just take your money, nor that if the Union came into the plant he would no longer be boss, nor that the Union could not do any more for the employees than he could do.

³⁸ *N. L. R. B. v. Express Publishing Co.*, 312 U. S. 426.

³⁹ *William Spencer, d/b/a Alliance Rubber Company*, 76 NLRB 514.

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, I hereby recommend that the Respondents, Abraham Kravitz and Sidney Kravitz, partners, trading as A. Kravitz & Company, Philadelphia, Pennsylvania, and their agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interrogating their employees concerning their union affiliations, activities, or sympathies;

(b) Threatening to close their plant should the employees join or retain membership in a labor organization or be successful in organizing the plant; and

(c) In any other manner, interfering with, restraining, or coercing their employees in the exercise of the rights to self-organization, to form labor organizations, to join or assist United Bedding & Glider Workers Union, Local No. 404, Upholsterers' International Union of North America, AFI, or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

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

(a) Post at its plant in Philadelphia, Pennsylvania, copies of the notice attached hereto and marked Appendix A. Copies of the notice, to be furnished by the Regional Director for the Fourth Region, shall, after being duly signed by the Respondents' representative, be posted by the Respondents immediately upon receipt thereof, and maintained by them for at least 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 Respondents to insure that said notices are not altered, defaced, or covered by any other material; and

(b) Notify the Regional Director for the Fourth Region in writing, within twenty (20) days from the receipt of this Intermediate Report, what steps the Respondents have taken to comply herewith.

It is further recommended that, unless the Respondents shall within twenty (20) days from the receipt of this Intermediate Report notify said Regional Director in writing that they will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the Respondents to take the action aforesaid.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Washington 25, D. C., an original and six 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 is relied upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of

the Intermediate Report.²⁰ Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46, 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.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Dated at Washington, D. C., this 3d day of March 1950.

SYDNEY S. ASHER, JR.,
Trial Examiner.

APPENDIX A

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 interrogate our employees concerning their union affiliations, activities, or sympathies.

WE WILL NOT threaten to close our plant should our employees join or retain membership in a labor organization, or be successful in organizing the plant.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form labor organizations, to join or assist UNITED BEDDING & GLIDER WORKERS UNION, LOCAL NO. 404, UPHOLSTERERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL, or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all of such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

ABRAHAM KRAVITZ AND SIDNEY KRAVITZ,
partners, trading as A. KRAVITZ & COMPANY,
Employer.

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.

²⁰ Exceptions and briefs must be received by the Board at Washington, D. C., within the specified period allowed. *Western Wear of California, Inc.*, 87 NLRB 1363.