3. By interfering with, restraining, and coercing its employees in the rights guaranteed in Section 7 of the Act, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

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

5. Respondent has not, by granting wage raises to its employees, violated the Act.

[Recommended Order omitted from publication in this volume.]

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G. W. THOMAS DRAYAGE & RIGGING CO., INC. *and* INTERNATIONAL ASSOCIATION OF MACHINISTS

MILLWRIGHTS LOCAL UNION NO. 102, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, AFL, *and* INTERNATIONAL ASSOCIATION OF MACHINISTS. *Cases Nos. 20–CA–541 and 20–CB–181. December 28, 1951*

## Decision and Order

On August 6, 1951, Trial Examiner A. Bruce Hunt issued his Intermediate Report in the above-entitled proceedings, 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 thereto. Thereafter the Respondent Union filed exceptions to the Intermediate Report and a supporting brief.

The Board[1] 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 exceptions, the brief, and the entire record in these cases, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

## Order

Upon the entire record in these cases, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that:

I. G. W. Thomas Drayage & Rigging Co., Inc., its officers, agents, successors, and assigns, shall:

(a) Cease and desist from:

(1) Encouraging membership in Millwrights Local Union No. 102, United Brotherhood of Carpenters & Joiners of America, AFL, or

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

in any other labor organization of its employees or applicants for employment, and discouraging membership in International Association of Machinists, or in any other labor organization of its employees or applicants for employment, by discharging any of its employees or discriminating in any other manner in regard to their hire or tenure of employment or any term or condition of their employment, except to the extent authorized by Section 8 (a) (3) of the Act.

(2) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, 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.

(b) Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(1) Upon request, make available to the Board or its agents, for examination and copying, all payroll and other records necessary to determine the amount of back pay due under the terms of this Order.

(2) Post in conspicuous places in its offices and places of business, including all places where notices to employees are customarily posted, copies of the notice attached to the Intermediate Report as Appendix A.[2] Copies of said notice, to be furnished by the Regional Director for the Twentieth Region, shall, after being duly signed by this Respondent's representative, be posted by it immediately upon receipt thereof, and maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by this Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(3) File with said Regional Director, within ten (10) days from the date of this Order, a report in writing setting forth in detail the steps which this Respondent has taken to comply herewith.

II. Millwrights Local Union No. 102, United Brotherhood of Carpenters & Joiners of America, AFL, its officers, representatives, and agents, shall:

(a) Cease and desist from:

(1) Causing G. W. Thomas Drayage & Rigging Co., Inc., its officers, agents, successors, or assigns, to discharge or otherwise discriminate against its employees, or applicants for employment, in violation of Section 8 (a) (3) of the Act.

[2] This notice shall be amended by substituting for the words "The Recommendations of a Trial Examiner" in the caption thereof, the words "A Decision and Order." If this Order is enforced by a decree of the United States Court of Appeals, the notice shall be further amended by inserting before the words "A Decision and Order," the words "A Decree of the United States Court of Appeals Enforcing."

(2) In any like or related manner restraining or coercing employees of, or applicants for employment with, G. W. Thomas Drayage & Rigging Co., Inc., its successors or assigns, in the exercise of their rights to engage in, or to refrain from engaging in, any or all of the concerted activities guaranteed in Section 7 of the Act.

(b) Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(1) Post in conspicuous places in its business offices, and wherever notices to its members are customarily posted, copies of the notice attached to the Intermediate Report as Appendix B.[3] Copies of said notice, to be furnished by the Regional Director for the Twentieth Region, shall, after being duly signed by this Respondent's representative, be posted by it immediately upon receipt thereof, and maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by this Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(2) Mail to said Regional Director signed copies of the notice for posting, the Respondent Company willing, at the office and places of business of the Respondent Company, including all places where notices to employees are customarily posted. Copies of said notice, to be furnished by said Regional Director, shall, after being duly signed by this Respondent's representative, be forthwith returned to the Regional Director for such posting.

(3) File with said Regional Director within ten (10) days from the date of this Order, a report in writing setting forth in detail the steps which this Respondent has taken to comply herewith.

III. The Respondents, G. W. Thomas Drayage & Rigging Co., Inc., its officers, agents, successors, and assigns, and Millwrights Local Union No. 102, United Brotherhood of Carpenters & Joiners of America, AFL, its officers, representatives, and agents, shall jointly and severally make whole John L. Myers for any loss of pay he may have suffered because of the discrimination against him, in the manner described in the section of the Intermediate Report entitled "The Remedy."

## Intermediate Report and Recommended Order

### STATEMENT OF THE CASE

Charges having been duly filed, a consolidated complaint and notice of hearing thereon having beeen issued and served by the General Counsel, and answers having been filed by the above-named Company and Millwrights Union, a hearing involving allegations of unfair labor practices in violation of the National Labor Relations Act, 61 Stat. 136, herein called the Act, by the Company

[3] This notice shall be amended by substituting for the words "The Recommendations of a Trial Examiner" in the caption thereof, the words "A Decision and Order." If this Order is enforced by a decree of a United States Court of Appeals, the notice shall be further amended by inserting before the words "A Decision and Order," the words "A Decree of the United States Court of Appeals Enforcing."

and the Millwrights, herein jointly called the Respondents, was held upon due notice at San Francisco, California, on May 8, 9, and 14, 1951, before the undersigned Trial Examiner. The allegations in substance are that on or about August 29, 1950, the Company, at the request of the Millwrights, discharged John L. Myers because Myers was a member of the charging union, the Machinists, and not a member in good standing of the Millwrights, and that the Company and the Millwrights thereby violated, respectively, Section 8 (a) (1) and (3) and Section 8 (b) (1) (A) and (2) of the Act. All parties were represented by counsel or other representative, were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence pertinent to the issues, to argue orally upon the record, and to file briefs and proposed findings and conclusions. A brief was received from the Millwrights and has been considered. The Respondents' motions to dismiss, made at the close of the hearing and taken under advisement by me, are hereby denied.

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

## FINDINGS OF FACT

### I. THE BUSINESS OF THE COMPANY

The Company, a California corporation, has its principal office and place of business in San Francisco, and is engaged in the business of heavy hauling and rigging work within California In addition to its work at the University of California, discussed in the next paragraph, during the year 1950 the Company furnished services valued at approximately $53,000 necessary to the operation of (1) Pacific Gas & Electric Company, a public utility; (2) Pacific Telephone and Telegraph Company, an instrumentality of commerce; and (3) Hermann Safe Company, San Francisco, California, an enterprise engaged in the manufacture and sale of safes and vaults, which annually ships such products valued in excess of $25,000 directly to points outside California. As will appear, the alleged unfair labor practices occurred at the University of California, and the Respondents contend that the Company's business with the three named concerns should not be considered in determining whether the Board should assert jurisdiction herein. The authorities are to the contrary, and this contention must be rejected. *George W. Reed*, 94 NLRB 698; *Paul W. Speer, Inc.*, 94 NLRB 317.

At times material, the University of California has been under contract with the Atomic Energy Commission to construct on the University's premises at Berkeley, a Bevatron project for basic research in the field of atomic energy. The cost of the project is being borne by that Commission, which will make use of it upon its completion. Pursuant to arrangements between the Commission and the University, the latter contracted with a number of concerns for the erection of a Bevatron building and the installation of equipment therein. One of these concerns is the Company, which received approximately $20,000 for the installation of motor generators. I find that the Company's operations at the Bevatron project were a part of the national defense program. Cf. *Harvey Stoller d/b/a Richland Laundry & Dry Cleaners*, 93 NLRB 680; *Westport Moving and Storage Company*, 91 NLRB 902.

I find that the Company is engaged in commerce and that, under applicable decisions of the Board, jurisdiction should be asserted herein whether the facts set out in the two paragraphs last preceding be considered conjunctively or separately.

### II. THE LABOR ORGANIZATIONS INVOLVED

Millwrights Local Union No. 102, United Brotherhood of Carpenters & Joiners of America, AFL, and International Association of Machinists are labor organizations admitting to membership employees of the Company.

### III. THE UNFAIR LABOR PRACTICES

#### A. *Chronology of events*

During July 1950, John L. Myers, a member of the Machinists, obtained employment with the Company at the Bevatron project. His work was to set the foundations for the motor generators and, after the generators had been placed in position, to "level them up." The Company's several other employees at the project transported the equipment into the building and placed it in position. They were members of International Association of Bridge, Structural & Ornamental Iron Workers, AFL, or a local union thereof, herein called the Ironworkers, which is not a party to this proceeding.

Another concern engaged in operations at the project was Bigge Draying Company, which also is not a party hereto. Bigge's operations were begun within a few days after Myers was employed. Bigge's employees were members of the Millwrights, the business representative of which was James W. Curry. About mid-August, Curry approached Myers in the Bevatron building and asked whether Myers belonged to the Machinists. When Myers responded affirmatively, Curry said that was all he wished to know, and walked over to the Company's foreman, Richard H. Post, a member of the Ironworkers.[1] Curry objected to the Company's employment of Myers, and told Post that the work should be done by a member of the Millwrights. Post answered that the matter of which craft performed particular work was not for him to determine, and said that Curry would have to take the matter to the Company's "office," an apparent reference to the Company's president, E. W. Koll.[2] Sometime later, Curry, accompanied by C. R. Bartalini, executive secretary-treasurer of Bay Counties District Council of Carpenters, called upon Alton L. Wilson, an engineer employed by the University in its radiation laboratory. Wilson tesified credibly and without contradiction, and I find, that Curry told him that a machinist was employed by the Company to do work which "rightly belonged to the Millwrights," that Curry had sought unsuccessfully in dealings with the Company, the University's business office, and the Radiation Laboratory personnel office, "to obtain this work for the Millwrights," and that Curry "was appealing to . . . [Wilson] as being in charge of the work there, to do something about" the matter. Wilson also testified, and I find, that he responded that there was nothing he "could do, or would do, to remove the machinist and call for the hiring of a millwright," and that Curry said that steps would be taken to replace the machinist with a millwright "even if it involved placing a picket line around the work." The conversation ended.

On August 29, Post told Myers that Myers "would be off the job for a little while" and that perhaps the matter could be settled with the Millwrights.[3] Thereafter, until September 18, Myers was not employed by the Company. He testified, and I find, that during this period he called at the project several times and was told by Post that Koll, the Company's president, was holding conferences with "business agents" in an effort to settle the matter.

On September 18, Myers was reinstated and worked at leveling bases upon which to set the generators. He testified, and I find, that on that day Post told him, "Well, we'll try again, but we don't know for how long."

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[1] The findings concerning Curry's inquiry of Myers are based upon the latter's uncontradicted and reliable testimony. Curry was not a witness

[2] The findings concerning this conversation are based upon the uncontradicted testimony of Post, who was called as an adverse witness by the General Counsel The Company called no witnesses in its own behalf for the reason, as said by its counsel, that any testimony which it might offer "would be substantially repetitious of" that of Post

[3] This finding is based upon the testimony of Myers Post testified that he "may have" so instructed Myers.

On or about September 25, Post was visited at the project by one Hubbard, a representative of the Ironworkers, of which Post was a member. Hubbard was accompanied by Curry, the Millwrights' representative, Jack Reynolds, a representative of Alameda Building Trades Council, and an unidentified person representing Operative Plasterers' and Cement Finishers' International Association of the United States and Canada, AFL, or a local thereof. After brief greetings, Hubbard and Post walked away to talk in private, and Hubbard told Post that he and other employees of the Company on the project who were members of the Ironworkers could not work with a machinist. Post answered that the problem was for Koll to decide, and Hubbard said that that was "good enough" for him and that there would be "another meeting that night of the Alameda Council." [4]

On September 26, when the Company's employees reported for work, a picket line composed in whole or in part of members of the Millwrights was at the entrance to the project. Curry was one of the pickets. The Company's employees, as well as employees of unidentified concerns, did not cross the line. Later that morning, Curry talked with Wilson, above identified as an engineer in the employ of the University, and one Feinstein, an employee of the University in charge of its inspectors of construction work. Feinstein asked Curry what was necessary to be done for removal of the picket line, and Curry answered that he must have assurance that the machinist employed by the Company would be replaced by a member of the Millwrights.[5]

Soon after the picketing began, Post talked with Curry, after which Post telephoned Koll and informed him of the picketing. Koll said, "come home." The Company's crew left the project and remained away for approximately 10 days. The picketing appears to have ended on the day it began, however.

On or about September 27, Amos Doane, business representative of the Machinists, and Charles Truax, its Grand Lodge representative, called upon Koll at the latter's office. Doane testified without contradiction, and I find, that Koll said that the matter "seemed to be a free for all" with the different crafts appearing to him to be seeking the particular type of work, that the machinery to be used at the Bevatron project was not being received as speedily as he had expected, and that he would transfer some of the Company's crew, including Myers, to a project at a brewery for "a couple of weeks" which would afford time for the machinery to arrive and the dispute to "cool off." Thereafter, Myers and other employees were transferred to the brewery project. While it appears that Myers was not immediately transferred, it nevertheless appears that he remained on the Company's payroll. He did not return to work at the Bevatron project.

During October, while Myers was at work at the brewery project, Post talked with him. Myers testified, and I find, that Post said that "Koll had decided in favor" of the Millwrights, that Koll intended to give trials to several members of that union, and that, if qualifications were not demonstrated by any of them, Myers could be reinstated.

On October 19, Myers' work at the brewery ended. His employment was terminated. On October 24, a member of the Millwrights, one Hedlund, began work for the Company in the position at the Bevatron project formerly held by Myers. Hedlund worked there until January 16, 1951.

[4] The findings in this paragraph are based upon the uncontradicted testimony of Post. None of the other individuals was a witness.

[5] The finding that Curry was one of the pickets is based upon the testimony of Myers and Post. The findings concerning Curry's conversation with Feinstein and Wilson are based upon Wilson's testimony.

B. *Conclusions*

Several defenses are raised. First, that the evidence will not support a finding that the Millwrights caused the Company to discriminate against Myers. Second, that Myers was not employed during the period of his layoff, August 30 to September 17 inclusive, because of a lack of need for his services, rather than the efforts of the Millwrights to have him replaced. Third, that the date when his employment was terminated, October 19, is at substantial and fatal variance with the date alleged in the complaint, August 29. Fourth, that there has been a failure of proof that the purpose of the picketing was to achieve discrimination against Myers. Fifth, that the picketing was peaceful and protected by Section 8 (c) of the Act and, therefore, the evidence concerning it may not be considered in determining the issues. The defenses will be considered *seriatim.*

In support of the first defense, counsel for the Company argues that ". . . the fair way to look at the evidence" is that Myers was removed from the Bevatron project because of "pressure brought to bear" upon the Company "from several sources," with the "ultimate and concluding pressure" being that brought by the Ironworkers, which is not a party to this proceeding. Counsel for the Millwrights argue that "any action toward Myers" by the Company was because of activity by the Ironworkers and Alameda Building Trades Council, also not a party hereto, and that the Millwrights did nothing effective in causing Myers' removal from that project. While it is true that Foreman Post testified that he paid no attention to Curry's remarks to him, and merely referred Curry to Koll; that the Ironworkers' representative, Hubbard, objected to members of that organization working with a member of the Machinists, and was also referred by Post to Koll; and that Koll spoke to Doane of pressure upon him by organizations in addition to the Millwrights, the allegations of the complaint nevertheless are fully supported by the evidence. In order to establish his case, the General Counsel was not required to prove the precise degree of influence which was brought to bear upon the Company by each organization which became interested in having Myers replaced, nor does the General Counsel, as the Respondents assert, establish his case only by "piling inference upon inference." The issue of Myers' employment at the Bevatron project was raised by the Millwrights, which took steps designed to achieve its aim. As found above, Curry's initial step was to object to Myers' employment in a conversation with Foreman Post. Later Curry sought the aid of Wilson, and threatened to picket the project if his demand were not met. Soon thereafter, Myers was laid off by Post pending efforts to settle the matter with the Millwrights. After Myers' reinstatement on September 18, Curry and other members of the Millwrights picketed the project. Curry said to Wilson and Feinstein, in substance, that the purpose of the picketing was to have Myers replaced by a member of the Millwrights. The Company's operations at the project were halted for about 10 days, and Myers never returned to work there. It is unrealistic to assert that Myers' removal from the project on each of the two occasions was not caused by the Millwrights.

Turning to the second and third defenses, the evidence shows that between August 30 and September 17 inclusive, Myers was not employed by the Company and that no one replaced him during that period. The Company's employees then at work on the project were members of the Ironworkers, engaged in rigging operations. Post testified that for the initial 3 days after Myers' layoff there was no work for one of his qualifications, that thereafter there was such work, and that the University repeatedly requested that it be performed. Post testified also, however, that he could not remember why Myers did not work again until September 18. On the other hand, as found above, Myers was

laid off by Post on August 29 pending efforts to settle the matter, and thereafter Myers returned to the project on several occasions and was told by Post that Koll was engaged in conferences in an effort to reach a settlement. Under these circumstances, I find that there was work for Myers during the period of his layoff and that he was not recalled to perform it because of the controversy. Myers having been laid off on the date alleged in the complaint and having been recalled for only a brief period of employment at the Bevatron project, I find also that there is not a substantial variance between the allegations and the proof.

The Respondents' fourth and fifth defenses require minimum discussion. The contention that the record is barren of proof as to the purpose of the picketing overlooks Wilson's uncontradicted testimony, which I have credited, that Curry told Feinstein and him that the pickets would not be removed unless there were assurances that a member of the Millwrights would replace Myers. The protections of Section 8 (c) are not available here. *Denver Building and Construction Trades Council, et al.*, 90 NLRB 1768.

I find that the Company discriminated against Myers in violation of Section 8 (a) (1) and (3) of the Act and that, by causing the Company to do so, the Millwrights violated Section 8 (b) (1) (A) and (2) thereof.

### 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 Company described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and have led 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 unfair labor practices, I shall recommend that they cease and desist therefrom and that they take certain affirmative action designed to effectuate the policies of the Act. I have found that on August 29, 1950, Myers was unlawfully laid off from his employment at the Bevatron project and that he was temporarily reinstated on September 18, only to be removed from the job again and, on October 19, discharged. Myers had not been employed by the Company in a permanent capacity, but only to work toward fulfillment of the Company's contract at the Bevatron project. That contract was completed during January 1951, and Myers' successor, Hedlund, worked only until January 16. Therefore, I shall not recommend that Myers be offered reinstatement. I shall, however, recommend that the Company and the Millwrights, jointly and severally, make whole Myers for any loss of pay he may have suffered by reason of the discrimination against him by payment to him of a sum of money equal to the amount which he normally would have earned as wages from August 29, 1950, to the date when his work at the Bevatron project would have been completed absent the discrimination, less his net earnings (*Crossett Lumber Company*, 8 NLRB 440, 497–8) during said period, the payment to be computed upon a quarterly basis in the manner established by the Board in *F. W. Woolworth Company*, 90 NLRB 289. I shall also recommend, in accordance with the *Woolworth* decision, that the Company, upon request, make available to the Board and its agents all pertinent records. In accordance with the Board's practice in factual situations of the nature presented herein, broad cease and desist orders will not be recommended. *Carlyle Rubber Co., Inc.*, 92 NLRB 385.

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. The Millwrights and the Machinists are labor organizations within the meaning of Section 2 (5) of the Act.

2. By discriminating in regard to the hire and tenure of employment of John L. Myers, thereby encouraging membership in the Millwrights and discouraging membership in the Machinists, the Company has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (3) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the Company has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

4. By causing the Company to discriminate against Myers in violation of Section 8 (a) (3) of the Act, the Millwrights has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (b) (2) of the Act.

5. By restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, the Millwrights has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

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

[Recommended Order omitted from publication in this volume.]

## 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, as amended, we hereby notify our employees that:

WE WILL NOT encourage membership in MILLWRIGHTS LOCAL UNION No. 102, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, AFL, or in any other labor organization of our employees or applicants for employment, or discourage membership in INTERNATIONAL ASSOCIATION OF MACHINISTS, or in any other labor organization of our employees or applicants for employment, by discharging any of our employees or discriminating in any other manner in regard to their hire or tenure of employment or any term or condition of employment, except to the extent authorized by Section 8 (a) (3) of the Act.

WE WILL NOT in any like or related 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 INTERNATIONAL ASSOCIATION OF MACHINISTS 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.

WE WILL make whole JOHN L. MYERS for any loss of pay suffered as a result of our discrimination against him.

G W. THOMAS DRAYAGE & RIGGING CO, INC.,
*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.

**Appendix B**

NOTICE

TO ALL MEMBERS OF MILLWRIGHTS LOCAL UNION NO. 102, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, AFL, AND TO ALL EMPLOYEES OF, AND APPLICANTS FOR EMPLOYMENT WITH, G. W. THOMAS DRAYAGE & RIGGING CO., INC.

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, as amended, we hereby notify you that:

WE WILL NOT cause G W. THOMAS DRAYAGE & RIGGING CO., INC., its officers, agents, successors, or assigns, to discharge or otherwise discriminate against its employees or applicants for employment in violation of Section 8 (a) (3) of the Act.

WE WILL NOT in any like or related manner restrain or coerce employees of, or applicants for employment with, G. W. THOMAS DRAYAGE & RIGGING CO, INC., its successors or assigns, in the exercise of their rights to engage in, or to refrain from engaging in, any or all of the concerted activities guaranteed in Section 7 of the Act.

WE WILL make whole JOHN L. MYERS for any loss of pay suffered as a result of the discrimination against him.

MILLWRIGHTS LOCAL UNION NO. 102, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, AFL,

*Labor Organization.*

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.

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AL MASSERA, INC.; J. J. CROSETTI AND WARREN E. SCARBOROUGH, COPARTNERS, D/B/A J. J. CROSETTI CO.; E. J. RUSSELL, AN INDIVIDUAL, D/B/A INDEPENDENT GROWERS CO.; WALTER M. CHRISTENSEN, HAROLD S. CHRISTENSEN, AND ANDREW H. CHRISTENSEN, JR., COPARTNERS, D/B/A CHRISTENSEN BROS.; PETER A. STOLICH, AN INDIVIDUAL, D/B/A PETER A. STOLICH CO.; R. T. ENGLUND, AN INDIVIDUAL, D/B/A R. T. ENGLUND CO.; AND H. E. CREAN, AN INDIVIDUAL, D/B/A GROWERS PRODUCE DISPATCH *and* LOCAL INDUSTRIAL UNION NO. 78, CIO

K. R. NUTTING, AN INDIVIDUAL, D/B/A K. R. NUTTING CO. *and* LORETTA HIGUERA

FRESH FRUIT & VEGETABLE WORKERS' LOCAL NO. 78 *and* LOCAL INDUSTRIAL UNION NO. 78, CIO

FRESH FRUIT & VEGETABLE WORKERS' LOCAL NO. 78 *and* GROWERS-SHIPPER VEGETABLE ASSOCIATION OF CENTRAL CALIFORNIA. *Cases Nos. 20–CA–436, 456, 461, 467, 490, 491, 495, 496, and 20–CB–150,*

97 NLRB No. 111.