

BUFFALO LINEN SUPPLY COMPANY; FAMOUS LINEN SUPPLY COMPANY, INC.; BUFFALO GENERAL LAUNDRIES CORP.; MODERN LINEN SUPPLY COMPANY; MORGAN LINEN SUPPLY, INC.; THE OFFICE TOWEL SUPPLY COMPANY, INCORPORATED; WALKERS LAUNDRY AND LINEN SUPPLY; and LINEN AND CREDIT EXCHANGE (UNINCORPORATED) and TRUCK DRIVERS LOCAL UNION No. 449, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, AFL. *Case No. 3-CA-694. July 26, 1954*

Decision and Order

On November 10, 1953, Trial Examiner George A. Downing issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents had engaged 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 together with a supporting brief. The Respondents also requested oral argument. The request is hereby denied, because the record and the exceptions and briefs adequately present the issues and positions of the parties.

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 this case, and hereby adopts the findings and conclusions of the Trial Examiner only to the extent that they are consistent with this Decision and Order.

The Respondent-Employers, together with Frontier Linen Supply, Inc., are members of the Respondent-Association, Linen and Credit Exchange (hereafter called the Association). Pursuant to collective bargaining on a multiemployer basis for approximately 13 years, the Respondents and the Union have been parties to successive collective-bargaining agreements¹ covering the truckdriver employees of the respective Employers. Prior to the expiration of the contract, containing an automatic renewal clause which was to expire on April 30, 1953, the Union notified the Respondents of its desire to open negotiations to change the agreement. Thereafter, the parties negotiated unsuccessfully for a new contract, and, on May 26, 1953, the

¹ Negotiations on these contracts were conducted between representatives of the Association, acting on behalf of all its employer-members, and representatives of the Union. After agreement by the respective representatives on a proposed bargaining contract, the proposal was submitted for approval to the members of the Association and the Union. Upon approval of the proposed agreement by the individual members of the Association and the Union, the agreement was signed by each employer-member of the Association and by officials of the Union

truckdrivers employed by one member of the Association, Frontier, went on strike and picketed Frontier's plant. On May 27, the remaining association members laid off their truckdrivers after advising the Union that the layoff action was the result of the strike of Frontier's plant and that the employees would be recalled if the Union withdrew its picket line and ended the strike at Frontier. In the meanwhile, the parties continued their bargaining negotiations, and, on June 3, the Union and the Association executed a new contract, respectively terminated the strike and the lockout, and the truckdrivers of the various Employers returned to work.

As pointed out by the Trial Examiner, the foregoing facts, mainly stipulated, present the case "largely in a vacuum." From these facts, and in the *absence* of specific evidence showing that the strike was likely to spread to the nonstruck Employers, the Trial Examiner, by reliance upon certain prior Board decisions, inferred that the Employers who were not struck engaged in unlawful retaliatory conduct. However, in these circumstances, we think the more reasonable inference is that, although not specifically announced by the Union, the strike against the one employer necessarily carried with it an implicit threat of future strike action against any or all of the other members of the Association. For, the Union's action represents a similar technique of exerting economic pressure to atomize the employer solidarity which is the fundamental aim of the multiemployer bargaining relationship. The calculated purpose of maintaining a strike against one employer and threatening to strike others in the employer group at future times is to cause successive and individual employer capitulations. Therefore, and in the absence of any independent evidence of antiunion motivation, we find that the Respondent's action in shutting their plants until termination of the strike at Frontier was defensive and privileged in nature, rather than retaliatory and unlawful.²

Contrary to the assertion of our dissenting colleague, our decision herein does not establish that the employer lockout is the corollary of the employees' statutory right to strike. Upon the facts of this case, we find it unnecessary to pass upon that issue. We have done no more in this case than affirm the legal concept enunciated by the Ninth Circuit Court of Appeals in the *Davis Furniture* case, which provides that a strike by employees against one employer-member of a multi-employer bargaining unit constitutes a threat of strike action against the other employers, which threat, *per se*, constitutes the type of economic or operative problem at the plants of the nonstruck employers

² See: *Leonard, et al., d/b/a Davis Furniture Company, et al. v. N. L. R. B.*, 205 F. 2d 355 (C. A. 9), wherein the Court stated, ". . . the right of the employers to lock out temporarily all the employees is no more than equal to the right of the union of all the employees to call out the employees of one after another of the [employers] in the whipsawing manner above described."

which legally justifies their resort to a temporary lockout of employees.³

Accordingly, we find that the General Counsel has failed to show that the Respondents' temporary cessation of operations constituted an unfair labor practice and we shall, therefore, dismiss the complaint in its entirety.

[The Board dismissed the complaint.]

MEMBER MURDOCK, dissenting:

In this case for the first time in the history of the National Labor Relations Act and its amendments a majority of this Board is holding that the mere threat of a strike justifies discrimination against employees to discourage them from engaging in concerted activities for their mutual aid and protection.⁴ Not only is this legal conclusion unprecedented, but the stipulated facts reveal no basis for the inference that it was the threat of a possible strike at the plant of the Respondent-Employers which caused them as a defensive measure to lock out their employees. Indeed, that stipulation states the purpose of the lockout in the clearest language. According to the stipulation, the Union was informed by the Respondents "that the employees of the Respondents were locked out because of the strike at Frontier Linen Supply, Inc., and that if Local 449 would withdraw its picket line and cease the strike at Frontier Linen Supply, Inc., they would permit the employees of the Respondents to return to work." On these facts the conclusion is inescapable to me that the Respondent-Employers, members of a multiemployer association, locked out their employees for the purpose of breaking a strike at the single plant of an employer associated with them in collective bargaining.

I think this is a most obvious example of conduct violative of Section 8 (a) (3) and (1) of the Act. Contrary to the majority's statement, the Respondents' unlawful retaliatory conduct was not "inferred" by the Trial Examiner. He accepted the facts as stipulated and, finding no facts in the record to warrant the conclusion that the lockout was economically justified, held on the basis of all precedents that the lockout was discrimination within the meaning of these sec-

³ *Ibid*, wherein the court also stated, ". . . the whipsawing threatened the loss of customers and a cessation of the [employers'] market."

⁴ Section 7 of the Act, as amended, provides that: Employees shall have the right to self-organization, to form, join, or assist labor organizations . . . and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. . . ." Section 8 (a) (1) of the Act makes it an unfair labor practice for an employer "to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7." Section 8 (a) (3) of the Act makes it an unfair labor practice for an employer "by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization. . . ."

tions of the Act. The majority suggests that it was incumbent on the General Counsel to produce additional evidence, independent of the stipulated purpose of the lockout set forth above, to prove antiunion motivation. In other words, having produced evidence revealing a *prima facie* case of discrimination to discourage union activity, the General Counsel, according to the majority, should have produced more evidence to show that the Respondents *really* intended to do what they did. Typically, evidence of antiunion motivation is necessary in those cases where the allegation of unlawful discrimination is countered by the defense that the discrimination was for cause rather than union activity. Where, as here, the admitted facts reveal that the discrimination resulted *solely* from concerted activity protected under Sections 7 and 13 of the Act, evidence of the Respondents' general bias against the Union is wholly unnecessary. Indeed, the Supreme Court of the United States has held that where encouragement or discouragement of union activity can reasonably be inferred from the nature of the discrimination specific proof of intent is unnecessary.⁵ This rule of evidence is, as the Court found, "but an application of the common law rule that a man is held to intend the foreseeable consequences of his conduct."

It is true the Board and the courts have held that certain lockouts are permissible where the record is clear that it was not economically feasible for the Respondent to keep its doors open under the threat of an immediate strike. Thus, in *Betts Cadillac Olds, Inc., et al.*,⁶ a group of automobile dealers were fearful that if they accepted automobile repair jobs they could not, under the threat of strike, assure their customers that the work would be done expeditiously. The Board affirmed the Trial Examiner's finding that the lockout in anticipation of the strike was justified. Similarly, a lockout to prevent spoilage of materials,⁷ or one induced by the operative difficulties of running a plant where the union struck one of three integrated departments⁸ has been held lawful. The issue was litigated at length, if inconclusively, in the *Morand Bros. Beverage*⁹ and *Davis Furniture*¹⁰ cases. In those cases the Board fully explicated its view that the lockout, unlike the strike, which is a specific guaranteed right under Sections 7 and 13 of the Act, is not a lawful exercise of the employer's economic power unless, as in the *Betts Cadillac* and other cases, there are special business reasons making it impractical or impossible for the employer to continue operations. In the *Morand* case the court

⁵ *Gaynor News Co., Inc. v. N. L. R. B.*, 347 U. S. 17.

⁶ 96 NLRB 268.

⁷ *Duluth Bottling Association, et al.*, 48 NLRB 1335.

⁸ *International Shoe Company*, 93 NLRB 907.

⁹ 91 NLRB 409, on remand 99 NLRB 1448; enfd. in part and remanded 190 F. 2d 576 (C. A. 7); enfd. 204 F. 2d 529 (C. A. 7).

¹⁰ 94 NLRB 279, on remand 100 NLRB 1016; remanded 197 F. 2d 435 (C. A. 9); set aside 205 F. 2d 355 (C. A. 9).

affirmed the Board's finding of a violation of Section 8 (a) (3) and (1). It added *dicta*, however, to the effect that a lockout of a temporary nature in anticipation of a threatened strike after an impasse in bargaining had been reached was in the category of defensive action on the part of an employer. In the *Davis Furniture* case the court refused to enforce the Board's decision that the temporary lockout was violative of Section 8 (a) (3) and (1), reversing, in effect, the Board's finding that the lockout was not necessitated by business reasons. The court held that the lockout was the result of the union's announced whipsawing process, that the employers could not accept or give orders for furniture under the threat of a strike against all of the dealers in the multiemployer association. I deemed this question of such importance that I urged my colleagues on the Board to request the Supreme Court of the United States to take *certiorari* in this case, hoping that this high tribunal would settle the broad and important issue of whether the lockout, despite the express language of Section 8 (a) (3) and (1) of the Act, was nothing more than the corollary of the Union's right to strike. A majority of the Board, however, declined to request *certiorari*.

In the *Morand* and *Davis Furniture* cases both courts referred to previous decisions of the Board, cited above, and indicated that their views were in conformance with the business necessity rule of the Board cases. It seems to me that if the language of Section 8 (a) (3) and (1) of the Act, forbidding discrimination against or interference with union activities, has any meaning no lockout can be justified unless the employer produces at least some evidence that it was for cause. In the absence of such evidence, as in the instant case I can reach no other conclusion under the express language of the Act than that the Respondents have violated Section 8 (a) (3) and (1) of the Act. Certainly, the defensive nature of the lockout is not supported, as the majority asserts in this case, by the absence of independent evidence of antiunion motivation. Nor does it help to pile inference on inference, as the majority does here, to infer that the Respondents were faced with an actual threat of a strike simply because the Union struck one member of the Association and, on the basis of this inference, to make the further inference that the lockout resulted from the implied threat. In my opinion, such inferences are no substitute for actual evidence that the lockout was for cause. Moreover, as indicated above, any such inference is contrary to the stipulation of the parties, which reveals that the purpose of the lockout in this case was entirely offensive rather than defensive in nature.

I believe the Board was right in the *Morand* and *Davis Furniture* cases, which the majority is apparently reversing here. But even those ameliorating economic circumstances which might be said to

justify a lockout in those cases are, as the Trial Examiner correctly found, absent here. There was no impasse in good-faith collective bargaining here; there was no general strike authorization; there was no announcement by the Union that its strike against Frontier Linen Supply Co. was the first of planned successive strikes against each employer in the Association. To hold, as the majority does in the instant case, that a group of employers can lawfully lock out their employees solely because of a strike at the plant of another employer associated with them in collective-bargaining increases to that extent the sore area of industrial conflict and impediments to interstate commerce which it is the express policy of this Act to minimize and decrease. Under the majority's decision, it now appears to be within the power of an employer to virtually nullify Sections 7 and 13 of the Act by the simple expedient of joining a multiemployer association.

But Congress has charged this Board with the duty of preserving the right of employees to engage in concerted activities for their mutual aid and protection. I would not lightly defeat that right. Certainly, I would not create out of cumulative inferences a defense to an invasion of rights specifically guaranteed in this Act. I would not find that this lockout was "defensive and privileged" when there is not the slightest evidence in the record before me that the Respondents were concerned about economic or operative problems in their own plants. If, indeed, an employer should have the right to use a lockout as the Respondents have in this case on the theory that it is the corollary to the employees' right to strike, it seems to me that is something for Congress and not this Board to decide. The Act, as I read it, now forbids such discrimination, and I would enforce it as it is written.

Intermediate Report and Recommended Order

STATEMENT OF THE CASE

This proceeding, brought under Section 10 (b) of the National Labor Relations Act, as amended (61 Stat. 136), was heard in Buffalo, New York, on September 8, 1953, pursuant to due notice. The complaint, issued on July 2, 1953, by the General Counsel of the National Labor Relations Board¹ and based on charges duly filed and served, alleged in substance that Respondents had engaged in unfair labor practices proscribed by Section 8 (a) (3) and (1) of the Act, by laying off the employees whose names are listed in Appendix A hereto from on or about May 27 to June 3, 1953, because of their union membership or their participation in union or other concerted activities. Respondents, answering through Linen and Credit Exchange, denied the commission of unfair labor practices as alleged.

All parties were represented at the hearing by counsel or by representatives and were afforded full opportunity to participate in the hearing and to file briefs and proposed findings of fact and conclusions of law. No evidence was offered by any party; the facts summarized below are established either by admissions in Respondents' answer or by stipulation of the parties at the hearing. Respondents have filed a brief.

¹ The General Counsel and his representative at the hearing are referred to herein as the General Counsel and the National Labor Relations Board as the Board. The above-named Respondents are referred to herein as Respondents and the Charging Union as the Union. The summary of the pleadings made herein includes amendments made at the hearing.

Upon the entire record in the case, the undersigned makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENTS

The seven linen supply companies named in the caption hereto are New York corporations, which, together with Frontier Linen Supply, Inc., of Buffalo, New York, comprise the membership of the Respondent Linen and Credit Exchange, which is, in turn, a voluntary unincorporated association of employers who are engaged in furnishing, supplying, and servicing industrial and commercial enterprises with cotton and linen towels, uniforms, and related items. Each of the corporate Respondents is engaged in the linen supply business as described, and each operates one or more plants either in Buffalo, Dunkirk, or Niagara Falls, New York. Jurisdictional allegations of the complaint, admitted by the answer, establish that each corporate Respondent is engaged in commerce within the Board's current jurisdictional standards through the volume of their extrastate purchases of materials and supplies and their services rendered to industrial and commercial concerns which annually ship goods and merchandise valued in excess of \$25,000 outside the State of New York. In the aggregate, members of the Exchange purchased, in 1952, materials and supplies valued in excess of \$2,000,000, of which more than 80 percent were from extrastate sources, and in the same year they rendered services in excess of \$4,000,000, of which more than 20 percent were to industrial and commercial concerns as aforesaid.

The corporate Respondents have been members of the Exchange for some 13 years. One of the purposes of the Exchange is to obtain uniformity and stability in labor relations between its members and the various labor organizations representing employees of its members; and its activities include the conducting of labor negotiations and the execution of labor contracts on behalf of all its members with unions representing employees of members.

Respondents are engaged in interstate commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Truck Drivers Local Union No. 449, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, is a labor organization which admits to membership employees of Respondents other than the Exchange.

III. THE UNFAIR LABOR PRACTICES

A. Summary of stipulated facts

Respondents admitted that they laid off the employees on May 27, 1953, as charged in the complaint, and did not reinstate them until June 3, 1953. Respondents denied that the layoff was because of the union membership or union or other concerted activities of the employees, but stipulated that the employees were laid off because the Union, as their bargaining representative, had engaged in a strike on May 26, 1953, at the Frontier Linen Supply, Inc., a member of the Exchange, which was the bargaining representative of all its members. Frontier had not engaged independently in bargaining negotiations with the Union.

During the 13 years for which Frontier and the seven corporate Respondents have been members of the Exchange, said Respondents and Frontier have recognized the Union as the exclusive bargaining representative of all their employees employed as truckdrivers and have had successive collective-bargaining agreements with Local No. 449, covering the wages, hours, and other terms and conditions of employment of the truckdrivers, which agreements have been arrived at through negotiations conducted between representatives of the Exchange, acting on behalf of all its members, and representatives of the Union, acting for the truckdrivers.

Whenever a proposed collective-bargaining agreement was agreed upon, it was submitted for majority approval to the membership of the Exchange and the Union. After a majority of the membership of the Exchange and the Union approved such an agreement, it was signed by each member of the Exchange and by the secretary-treasurer and business agent for the Union, and conformed copies were given all signers.

At the expiration of the contract between the Union and the members of the Exchange in 1949, the Union had caused a strike to be called at all members of the Exchange, which strike lasted 1 day, but on completion of the contract in 1949, all of the employees returned to work.

On April 30, 1952, the Exchange and the Union, on behalf of their respective members, executed a collective-bargaining agreement covering the wages, hours, and other terms and conditions of employment of the truckdrivers employed by the members of the Exchange. This agreement by its terms provided that it should continue in full force and effect to midnight of April 30, 1953, and should continue from year to year thereafter unless a 60-day written notice of a desire to change should be given either by the employer or the Union before the first or any subsequent expiration date. Sixty days prior to the first expiration date, the Union served the required notice of a desire to change the agreement.

Negotiations for a new agreement began sometime in March of 1953 between the Exchange, acting on behalf of its members, and the Union, acting on behalf of its member truckdrivers. Those negotiations continued off and on until May 26, at which time the Union called on strike its members who were employed as truckdrivers for Frontier, and established a picket line on that day at Frontier only. On the night of May 26 the Exchange and the Union had a meeting, and during that meeting and 1 or 2 subsequent meetings, the Respondents informed the union representatives that the employees of the Respondents were locked out because of the strike at Frontier, and that if the Union would withdraw its picket line and cease the strike at Frontier they would permit the employees of Respondents to return to work.

On June 3 the Exchange and the Union reached an agreement for a new contract. The Union thereupon withdrew its pickets from Frontier and terminated the strike, whereupon the employees of the Respondents went back to work.

B. Concluding findings

The stipulated facts which the parties have chosen to submit present, largely in a vacuum, a case which resembles skeletally the much litigated *Morand* and *Davis* cases,² i. e., multiemployer bargaining with the union through an employer association; a strike by the union against one member of the association; a lockout and a layoff of employees by the other members. Yet, because of the absence of detail and the silence of the stipulation as to facts which were accorded great, if not crucial, significance at various stages of the *Davis-Morand* litigation, the present determination must turn largely on the negative rather than on the positive aspects of the stipulation.

Certainly, it can be said that under the rationale of the Board's decisions in the *Morand* and *Davis* cases³ (followed in the later case of *Continental Baking Co.*, 104 NLRB 99), Respondent's conduct was unquestionably unlawful, since it constituted reprisal against the employees because the Union, as their bargaining representative, had engaged in a lawful strike against Frontier. Thus, in the absence of evidence that strikes against other members were threatened or anticipated, that Respondents were unable to operate without assurances against being struck, that Respondents had sought and had failed to obtain such assurances, or, alternatively, assurances of adequate notice for the arrangement of their operations, it cannot be found that the lockout was defensive in nature. Stated differently, there was no showing that there were any economic considerations which justified the lockout, and none that the Respondents' motive was in fact the protection of their economic interests. Cf. *Betts-Cadillac-Olds, Inc.*, 96 NLRB 268; *International Shoe Company*, 93 NLRB 907; *Duluth Bottling Association*, 48 NLRB 1335.

Attention is turned, then, to the question whether the courts' decisions would dictate a different result.⁴ But here, again, the stipulated facts differ so widely that it is unnecessary to speculate on the ultimate impact which those decisions may have on the Board's views as formerly expressed. Thus, present in either or both of those

² *Morand Brothers Beverage Co.*, 91 NLRB 409; 190 F. 2d 576 (C. A. 7); 99 NLRB 1448 (on remand); 204 F. 2d 529 (C. A. 7). *Leonard et al., d/b/a Davis Furniture Co.*, 94 NLRB 279; 197 F. 2d 435 (C. A. 9); 100 NLRB 1016 (on remand); 205 F. 2d 355 (C. A. 9).

³ The Board's views were fully explicated in those decisions, which have received widespread comment and analysis in numerous law review articles. See, e. g., *Legality of the Lockout*, Koretz, Robert F., *Syracuse Law Review*, Spring 1953, pp. 251-273. The conclusions reached herein render unnecessary either further analysis of the Board's views or exploration of the realm of the court's disagreement therewith.

⁴ In *Morand*, the court ultimately sustained the Board's finding that the employers had unlawfully discharged their employees, though it expressed sharp disagreement with the Board's alternative finding that, viewed as effectuating only a layoff, the lockout was also unlawful (204 F. 2d 529).

cases, but absent here so far as the record shows, were the following facts which were emphasized by the courts as impelling their conclusions:

An impasse had been reached; negotiations had collapsed; the employers had exhausted the possibilities of good-faith bargaining. The object of the strike in each case was to force capitulation of the struck employer to the union's demands as made during the bargaining negotiations with the association.

In *Morand*, the union had approved a *general* strike authorization, news of which quickly reached the employers. After the strike was called against one, the other employers notified the union they could not operate under the threat of a strike.

In *Davis*, employees of all the employers had joined in voting to call the strike, the union had authorized its strike manager to strike successively against each employer, and the first strike was announced as the beginning of a "whipsawing" process against one after another of the remaining employers. The effects of the "whipsawing" process (e. g., loss of customers and good will) were held to justify the lockout and layoff in protection of the employers' economic interests.

Since the courts' disagreement with the Board stemmed from facts not here shown to be present, the Board's decisions—which here stand as a *fortiori* authority—remain as conclusive precedents.

It is, therefore, concluded and found that by laying off the employees whose names are listed in Appendix A hereof, from May 27 to June 3, 1953, inclusive, Respondents discriminated against them to discourage participation in union or other concerted activities for the purposes of collective bargaining or other mutual aid or protection, and thereby committed an unfair labor practice proscribed by Section 8 (a) (3) and (1).

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

CONCLUSIONS OF LAW

1. Respondents' activities set forth in section III, above, occurring in connection with Respondents' operations 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.

2. The Union is a labor organization within the meaning of Section 2 (5) of the Act.

3. By laying off the respective employees whose names are listed in Appendix A, hereof, from May 27 to June 3, 1953, inclusive, Respondents, respectively, discriminated in regard to their hire and tenure of employment to discourage membership in the Union, and thereby engaged in an unfair labor practice proscribed by Section 8 (a) (3) and (1) of the Act, and affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

THE REMEDY

Having found that Respondents have engaged in an unfair labor practice, it will be recommended that they cease and desist therefrom and take affirmative action designed to effectuate the policies of the Act.

[Recommendations omitted from publication.]

Appendix A

Listed below under the names of the respective Respondents are the names of the employees who were laid off by said Respondents on May 27 and reinstated on June 3, 1953.

Buffalo Linen Supply Company and Linen and Credit Exchange

Joseph Homer

Joseph Gérace

Famous Linen Supply Company, Inc., and Linen and Credit Exchange

Philip Trifiro
Carl Maiorana
Sam Scibetta
Al Scibetta

Hank Legatzke
Norm Axford
Don Herberger
John Feraci

Buffalo General Laundries Corp. (Merchants Linen Supply Division) and Linen and Credit Exchange

James Chambers
Robert Thompson
John H. Monaco
Ray Butler

James J. Finnerty
Ken Beiter
Charles Redanz
Edward Johnson

William Mullane

Modern Linen Supply Company and Linen and Credit Exchange

Charles Scibetta

Francis Gigante
Robert Pabeljack

Morgan Linen Supply, Inc. and Linen and Credit Exchange

Matty Comell
Joe Zarcone
Ed Kinney
George Meisenburg
John Calabro
Charles Sanfilippo
Tony Muecio
John Balcerzak
Sam Greco
Emil Guglielmo
Louis Butkowski

Dominic Guericio
Ed Wojciak
Carmen Mambrino
Angelo Abrams
Mide De Angelo
Leonard Pinkowski
Leonard Kuzora
James Maggio
Richard Kalfas
Donald Dugan
Joe Verone

Charles Seward

The Office Towel Supply Company, Incorporated, and Linen and Credit Exchange

Earl Wagner
J. Dix
Leonard Slawiak
Harry Thorpe
Gordon Ford
Bill Bailey
John MacGregor
Howard Walmuth

John Christiano
Angelo Gerace
Pascal Ipolito
Wilfred Monette
James Irwin
Sylvester Eich
Eugene Monette
James Shufelt

Henry Kujawa

Walkers Laundry and Linen Supply and Linen and Credit Exchange

Felice Ruggiero
Ted Colaty

Paul Pascuzzi
Harry Pitcher

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 discourage membership in Truck Drivers Local Union No. 449, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, or in any other organization of our employees, by laying them off, or in any other manner discriminating in regard to their hire or tenure of employment or any term or condition of employment.

WE WILL, respectively, make whole the employees, whose names are listed below, for any loss of pay they may have suffered as a result of our discrimination against them:

Buffalo Linen Supply Company and Linen and Credit Exchange

Joseph Homer

Joseph Gerace

Famous Linen Supply Company, Inc. and Linen and Credit Exchange

Philip Trifiro
Carl Maiorana
Sam Scibetta
Al Scibetta

Hank Legatzke
Norm Axford
Don Herberger
John Feraci

Buffalo General Laundries Corp. and Linen and Credit Exchange

James Chambers	James J. Finnerty
Robert Thompson	Ken Beiter
John H. Monaco	Charles Redanz
Ray Butler	Edward Johnson
William Mullane	

Modern Linen Supply Company and Linen and Credit Exchange

Charles Scibetta	Francis Gigante
Robert Pabeljack	

Morgan Linen Supply, Inc. and Linen and Credit Exchange

Matty Comell	Dominic Guericio
Joe Zarcone	Ed Wojciak
Ed Kinney	Carmen Mambrino
George Meisenburg	Angelo Abrams
John Calabro	Mide De Angelo
Charles Sanfilippo	Leonard Pinkowski
Tony Mucio	Leonard Kuzora
John Balcerzak	James Maggio
Sam Greco	Richard Kalfas
Emil Guglielmo	Donald Dugan
Louis Butkowski	Joe Verone
Charles Seward	

The Office Towel Supply Company, Incorporated and Linen and Credit Exchange

Earl Wagner	John Christiano
J. Dix	Angelo Gerace
Leonard Slawiak	Pascal Ipolito
Harry Thorpe	Wilfred Monette
Gordon Ford	James Irwin
Bill Bailey	Sylvester Eich
John MacGregor	Eugene Monette
Howard Walmuth	James Shufelt
Henry Kujawa	

Walkers Laundry and Linen Supply and Linen and Credit Exchange

Felice Ruggiero	Paul Pascuzzi
Ted Colaty	Harry Pitcher

All of our employees are free to become or refrain from becoming members of the above-named Union or any other labor organization.

BUFFALO LINEN SUPPLY COMPANY

By-----
(Representative) (Title)

FAMOUS LINEN SUPPLY COMPANY, INC.

By-----
(Representative) (Title)

BUFFALO GENERAL LAUNDRIES CORP.

By-----
(Representative) (Title)

MODERN LINEN SUPPLY COMPANY

By-----
(Representative) (Title)

MORGAN LINEN SUPPLY, INC.

By-----
(Representative) (Title)

THE OFFICE TOWEL SUPPLY COMPANY,
INCORPORATED

By-----
(Representative) (Title)

WALKERS LAUNDRY AND LINEN SUPPLY

By-----
(Representative) (Title)

LINEN AND CREDIT EXCHANGE

Dated----- By-----
(Representative) (Title)

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