

The foregoing rationale also requires rejection of Respondent's affirmative defense that because of the lapse of time this proceeding has become moot or barred by laches. "Respondent cannot take advantage of the Board's delay in order to relieve itself of making amends for its unfair practices." *N.L.R.B. v. Andrew Jergens Company*, 175 F. 2d 130 (C.A. 9), cert. denied 338 U.S. 827.

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

CONCLUSIONS OF LAW

1. Architectural and Engineering Guild, Local 66, American Federation of Technical Engineers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

2. All technical engineering employees of Respondent's engineering department in its New York operation including estimators, technical clerks, designers, draftsmen, listers, schedulers, hardware coordinators, methods and/or process engineers, and other technical engineering employees doing similar work regardless of assigned classifications employed at its plant, excluding all other employees, specifically office clerical employees, production employees, salesmen, mechanics, teamsters, guards, and supervisors as defined in the Act, constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

3. On and since July 5, 1956, the Union was, and presently is, the majority representative of the employees in the above-described appropriate unit for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

4. By failing to perform its obligation to bargain in good faith with the Union in October 1956, and thereafter, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

5. By unilaterally granting merit increases in October 1956 and in January 1957, by unilaterally changing its sick-leave policy on or about March 11, 1957, and by unilaterally granting wage increases in April 1957, Respondent interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act, and has thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

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

[Recommendations omitted from publication.]

Local Union 522, Lumber Drivers, Warehousemen & Handlers,
International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America and Mach Lumber Company.
Case No. 22-CC-61. January 26, 1960

DECISION AND ORDER

On October 23, 1959, Trial Examiner David London issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Bean and Jenkins.]

The Board has reviewed the rulings of the Trial Examiner made
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at the hearing and finds 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 the case, and hereby adopts the findings, conclusions,¹ 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 Respondent Union, its officers, representatives, agents, successors, and assigns, shall:

1. Cease and desist from engaging in a strike or inducing and encouraging employees of Dreifus Lumber Company, Lehigh Lumber Terminal Corporation, Ira Garbutt, Atlantic Terminals, Inc., North Atlantic Warehouse Company, or any other employer, other than Mach Lumber Company, to engage in a strike or concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on goods, materials, or commodities, or to perform services, when an object thereof is (a) to force or require any employer or person to cease doing business with Mach Lumber Company; or (b) to force or require Mach Lumber Company to recognize or bargain with Respondent Union as the collective-bargaining representative of its employees unless said Union has been certified as the representative of such employees under the provisions of Section 9 of the Act.

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

(a) Forthwith notify all its members who are employed by employers other than Mach Lumber Company, and all employees of said employers who are represented by it, that it is revoking any prior instruction, request, or appeal to stop transporting, handling, or otherwise servicing, in the course of their employment, lumber or other commodities destined for, to, or from, Mach Lumber Company, and that it will not visit any reprisals, or impose penalties, upon such members or employees for transporting, servicing, or handling such freight. Such notice shall be in addition to that conveyed by the posting of the notices specified in paragraph (b), below.

(b) Post at its business offices and meeting place or places, copies of the notice attached hereto marked "Appendix."² Copies of said notice, to be furnished by the Board's Regional Director for the

¹ The Trial Examiner's concluding finding that Respondent Union picketed a Mach truck at North Atlantic is supported by the record which shows such an incident occurring on July 2, 1959, which incident was witnessed by North Atlantic employees.

² In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

Twenty-second Region, shall, after being duly signed by the official representative of Respondent Union, be posted by it immediately upon receipt thereof, and maintained by it for a period of 60 days thereafter, in conspicuous places, including all places where notices to union members are customarily posted. Reasonable steps shall be taken by Respondent Union to insure that said notices are not altered, defaced, or covered by any other material. Respondent's official representative shall also sign copies of the said notice which the Regional Director shall submit for posting, the employers willing, at the premises of Dreifus Lumber Company, Lehigh Lumber Terminal Corporation, Gowanus Lumber Exchange, Atlantic Terminals, Inc., and North Atlantic Warehouse Company.

(c) Notify the Regional Director for the Twenty-second Region, in writing, within 10 days from the date of this Decision and Order, what steps it has taken to comply herewith.

APPENDIX

NOTICE TO ALL MEMBERS OF LOCAL UNION 522, LUMBER DRIVERS, WAREHOUSEMEN & HANDLERS, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

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

WE WILL NOT engage in a strike, or induce or encourage the employees of Dreifus Lumber Company, Lehigh Lumber Terminal Corporation, Ira Garbutt, Atlantic Terminals, Inc., North Atlantic Warehouse Company, or any other employer other than Mach Lumber Company, to engage in a strike or concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on goods, materials, or commodities, or to perform any services, where an object thereof is (a) to force or require any employer or person to cease doing business with Mach Lumber Company, or (b) to force or require Mach Lumber Company to recognize or bargain with us, unless we have been certified as the representative of its employees under the provisions of the National Labor Relations Act.

WE hereby revoke any instruction, request, or appeal that employees of any employer other than Mach Lumber Company stop transporting or handling, in the course of their employment, lumber or other commodities destined for, or from, Mach Lumber Company; we will not visit any reprisals or impose any penalties for transporting or handling such lumber or other commodities; and we will give specific notice to that effect to all our

members who are employed by any such employer and to all other employees of such employer who are represented by us.

LOCAL UNION 522, LUMBER DRIVERS,
WAREHOUSEMEN & HANDLERS, INTER-
NATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN & HELP-
ERS OF AMERICA,

Labor Organization.

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.

INTERMEDIATE REPORT

STATEMENT OF THE CASE

Upon charges duly filed by Mach Lumber Company, herem called Mach, the General Counsel of the National Labor Relations Board issued his amended complaint against Local Union 522, Lumber Drivers, Warehousemen & Handlers, International Brotherhood of Teamsters, Chauffeurs & Helpers of America, herein called the Union or Respondent, alleging that Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8(b)(4)(A) and (B), and Section 2(6) and (7) of the National Labor Relations Act, as amended, 61 Stat. 136, herein called the Act. Copies of the charges, the complaint and amended complaint, and notice of hearing were duly served upon the parties.

With respect to the unfair labor practices, the amended complaint alleged, in substance, that since on or about February 3, 1959, Respondent, by picketing, requests, appeals, orders, directions, instructions, and other means, induced or encouraged the employees of Dreifus Lumber Company (herein called Dreifus), Lehigh Lumber Terminal Corporation (herein called Lehigh), Ira Garbutt (herein called Garbutt), Atlantic Terminals, Inc. (herein called Atlantic), and North Atlantic Warehouse Company (herein called North), to engage in strikes or concerted refusals in the course of their employment to use, manufacture, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform services for their respective employers in order to (a) force or require Dreifus, Lehigh, Garbutt, Atlantic, and North to cease doing business with Mach, and (b) to force or require Mach to recognize or bargain with the Union as the exclusive collective-bargaining representatives of its employees, although the Union has not been certified as the representative of such employees in accordance with the provisions of Section 9 of the Act. By its answer the Union denied the commission of any unfair labor practice.

Pursuant to notice, a hearing was held August 5-11, 1959, at Newark, New Jersey, before the duly designated Trial Examiner. All parties were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. At the conclusion of the hearing, the General Counsel and the Union presented brief oral argument. Briefs from the General Counsel and Respondent were received on October 2, 1959, and have been duly considered.

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 MACH LUMBER COMPANY

During all times relevant herein, Arthur Mach, Yetta Mach, Beverly Geller, Sam Geller, and Rhoda Solomon were associated as a copartnership, doing business under the trade name and style of Mach Lumber Company, herein called Mach. At all times material, Mach has maintained its office and place of business in the city of Hightstown, New Jersey, where it is engaged in the retail and wholesale sale of

lumber, general building supplies, and related products. During the fiscal year ending July 31, 1958, Mach, in the course and conduct of its business operations, caused to be manufactured, sold, and distributed at said Hightstown, New Jersey, place of business, products valued in excess of \$1,700,000 of which, products valued in excess of \$300,000 were shipped from said place of business in interstate commerce directly to States of the United States other than the State of New Jersey. During the same period aforementioned, Mach caused to be purchased, transferred, and delivered to its Hightstown, New Jersey, place of business, lumber and building supplies and other goods and materials, valued in excess of \$1,430,000, of which, goods and materials valued in excess of \$572,000 were transported to said place of business in interstate commerce directly from States of the United States other than the State of New Jersey. I find that Mach was and is engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Local Union 522, Lumber Drivers, Warehousemen & Handlers, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A previous collective-bargaining agreement between the Union and Mach having expired on January 31, 1958, Joseph Danzo, an organizer for the Union, came to Mach's premises on or about March 9, 1959, and told Arthur Mach "that he had come down that morning to sign a contract with [Mach]." Arthur Mach replied that he would need time to discuss the matter and was told that "the next few days would be alright." Danzo returned on the following day, accompanied by a number of Mach's employees and Richard Brown, president of the Union. Brown asked Mach why he had laid off Oliver Spady and Mach replied that it was for personal reasons. Brown then stated that he had "a majority of the cards of [Mach's] men" and that he wanted to negotiate a contract with him. When Mach replied that he would not recognize the Union, Brown stated that, in that event, the Union would commence picketing and left the premises. Three pickets immediately began picketing Mach's premises carrying signs indicating that the Union was on strike. At the time of the hearing, picketing, on a smaller scale, was still being carried on.

At a meeting of the Union's shop stewards held in March or April 1959, Brown told the assembled gathering "that they had a strike at Mach Lumber . . . for more money," that he could not tell them what to do, but that they belonged to a union long enough to know that they "are not supposed to break a picket line."

In the course and conduct of its business operations, Mach purchases goods and materials from various suppliers, including Drefus, Weyerhaeuser Sales Company (herein called Weyerhaeuser), and Blanchard Lumber Company (herein called Blanchard). Mach also purchases goods and materials from sources out of the State of New Jersey, some of which goods and materials are shipped to various lumber terminals, including Lehigh at Port Newark, New Jersey, and Gowanus Lumber Exchange (herein called Gowanus) at Brooklyn, New York, where such goods and materials are subsequently picked up by Mach with its own trucks and employees. Ira Garbutt is engaged in the business of furnishing clerical, tallying, and checking service to various consignees of goods and materials at Gowanus, including Mach. In connection with such business, Garbutt's employees issue delivery orders, check their execution, and post the delivery of goods and materials when made. Atlantic is engaged in the operation of a public terminal at Port Newark, New Jersey, where it receives, stores, and loads lumber for various companies, including Weyerhaeuser. In connection with such business, Atlantic loads lumber on Mach trucks which Mach has purchased from Weyerhaeuser.¹

On March 19, 1959, Steve Kingston, a business representative of the Union,² appeared at the Garbutt office of Gowanus in Brooklyn and told John Cunneen, the chief delivery clerk, not to load any Mach trucks.

On March 20,³ Robert Krick and John Brown, employed as truckdrivers by Mach, separately drove two Mach trucks to Gowanus in Brooklyn to pick up some lumber for Mach. The two men arrived there about 7:30 a.m. and were told that

¹ All of the employers mentioned in this paragraph, other than Mach, are sometimes referred to hereafter as secondary employers.

² At the time of the hearing Kingston was a union trustee.

³ Unless otherwise specified, all reference to dates herein are to the year 1959.

a union representative had appeared at Gowanus the day before and informed them that Mach was on strike and that Gowanus, for that reason, could not load them. When the Mach drivers denied they were on strike, Ira Garbutt, who also serves as lumber terminal manager for Gowanus, called the Union, following which he told Krick that there would be someone from the Union there shortly and that Krick was to wait for the arrival of that representative. About an hour later Kingston appeared and went to the terminal office where he engaged Garbutt in conversation for about 20 minutes. Brown and Krick were then summoned to the office where Kingston told them, in the presence of three of four terminal employees, that as long as he was [there] he would see that [they] wouldn't get loaded, and if he wasn't [there], he would see that someone else was." Mach obtained no lumber at Gowanus that day.

On April 17, Krick drove to the Dreifus Lumber Company, all of whose yard employees were also represented by the Union, to make a pickup of lumber from Mach. Though Krick obtained a ticket identifying the lumber he was to obtain, Ludwig Dreifus, the yard foreman, told him that he doubted if he would get loaded.⁴ When Krick asked why, Dreifus answered that he would have to see the union steward. Krick awaited his turn to be loaded and when it arrived, James Whitner, a member of the Union and the shop steward at Dreifus, informed him that he would not be loaded. Krick asked him for an explanation and was told that it was because Mach employees were on strike. When Krick denied this, Whitner stated that he would have to call the union hall and "find out about it." Whitner returned in 10 minutes and told Krick that he had ascertained that the Mach employees were still on strike, that the Mach premises were being picketed, and that he had "orders from 522, the Union, not to load" any of the Mach trucks.

On May 27, a Mach truck, driven by Charles Donnell, appeared at the premises of the Lehigh Lumber Terminal at Port Newark to pick up a load of lumber for Mach. Donnell obtained a delivery ticket from Paul Maikranz, the delivery clerk, and turned it over to a Lehigh checker. The checker went out to the yard to prepare the load but returned a minute or two later and stated that he could not load the truck. Sam Williamson, the shop steward, was summoned to the office and informed Maikranz that the Mach truck could not be loaded because "they were on strike down there." Frank Jadach, Lehigh superintendent of operations, was advised of the situation by telephone and proceeded to the lumber yard where he found Williamson and Richard Brown. Jadach instructed Williamson to load the truck or check out. Williamson told Jadach that he had orders from Brown not to load the Mach truck. Brown, in Williamson's presence, stated "that there was a strike on with Mach Lumber and the [Lehigh] men belonged to the same union . . . that under the constitution and charter they have, they have the right to load or refuse to load the trucks, . . . and under them conditions they wouldn't load the truck." The Mach truck was not loaded.

On or about July 1, Alfred Reger, secretary-treasurer of the Union, called on Arthur Mach and endeavored to induce him to sign a collective-bargaining agreement. In the course of the conversation, Reger told Mach that if he did not sign such an agreement Mach "would not be able to load any lumber at Port Newark," because he, Reger, would personally station pickets at the lumber terminals "to make certain [that Mach] trucks did not get loaded."

On July 1, Thomas Washington was hired for picket duty by the Union. He drove his car to Port Newark and was joined there by Richard Brown, Reger, and Danzo. Brown took Washington to several lumberyards in that area and told him that "the Mach trucks would be coming there" and that Washington was to picket those trucks as they came into the yards. While there, Brown engaged some of the employees in conversation and told them that Washington "was with the Union."

On the same day, July 1, John Brown drove his Mach truck to the Atlantic Terminal, the contract loader for Weyerhaeuser, to pick up lumber from Mach. After making the necessary office arrangements, Brown pulled his truck onto the loading platform. When he arrived there, he saw Washington picketing in front of the Mach truck carrying a sign containing the following legend:

Drivers, Warehousemen, Handlers On Strike
Mach Lumber
Local 522 Teamsters Affiliated with I. B. T.

⁴ Dreifus testified that in March he "was called on from Local 522 not to load Mach trucks."

After Brown was unable to get his truck loaded, Joseph Rankl, the general manager of Atlantic, called his shop steward, Monahan, into his office. Monahan told Rankl that there was a picket in front of the loading shed and that was the reason he refused to load the truck. Monahan also told Rankl that if the picket were withdrawn, he would load the truck.

Sergeant Cook of the Port Authority Police arrived on the scene and asked Washington who had sent him there. Washington replied that it was Reger, secretary-treasurer of the Union. When Cook tried to reach Reger by telephone and was unable to do so, he instructed Washington to get someone there who could give the sergeant the information he needed to make a report he was required to make. It was only after the picket left that the Mach truck was loaded.

Sergeant Cook returned to the Atlantic Terminal about 4 p.m. and found Washington there together with Danzo. Danzo identified himself as being "from 522," the Union, and that he was there "to see that the picket did his job, to picket Mach Lumber" at Atlantic, and that it was that objective that brought Danzo and the picket to the Port Newark area.⁵

On July 1, John Brown also drove to the Dreifus yard to pick up a load of lumber. He went to the office to obtain a delivery slip and was told that he would have to contact the shop steward to find out if he could be loaded. Brown did as requested and was told by Shop Steward Whitner, in the presence of the lift-truck driver and another Dreifus employee, that he had been given notice by the Union "not to load Mach Lumber." Though the Mach driver got in line to be loaded, none of the Dreifus loaders, all of them represented by the Union, rendered that service and the truck departed emptyhanded. Brown made another attempt to pick up lumber for Mach at Dreifus on the following day. After getting in line to be loaded, he observed the same picket in front of his truck that he had seen at Atlantic, and was again told by Whitner that he would not be loaded.

Following his experience at Dreifus on July 1 as detailed above, John Brown drove immediately to the North Atlantic warehouse, a contract loader for the Blanchard Lumber Company, to pick up lumber purchased by Mach from Blanchard. Brown went to the office, got a delivery ticket, and proceeded to the yard to be loaded. He encountered Shop Steward Scott who told him, in the presence of another employee, that he, Brown, could not be loaded there or anywhere in the Port, and that all the lumber handlers in the Port "were in the same local," the Respondent Union. Brown left without the lumber Mach was entitled to receive.

Concluding Findings

On the entire record I find and conclude that the Union induced and encouraged the employees of Garbutt, Dreifus, Lehigh, Atlantic, and North Atlantic to engage in a concerted refusal in the course of their employment to handle or work on lumber destined for Mach during the strike at Mach. I further find that the foregoing refusal was engaged in for the purpose of (1) forcing or requiring Garbutt, Dreifus, Lehigh, Atlantic, and North Atlantic to cease handling or working on lumber destined for Mach, or to cease doing business with Mach during the strike, and (2) to force or require Mach to recognize or bargain with the Union although the latter had not been certified as the representative of Mach's employees in accordance with the provisions of Section 9 of the Act. By that conduct the Union violated Section 8(b)(4)(A) and (B) of the Act.

Though the Union contends that the refusal to handle Mach's lumber by the employees of the several secondary employers was their voluntary act, the record compels the conclusion that the refusal was induced and encouraged by the Union.

That such was the role of the Union is established by (a) Business Representative Kingston's statement on March 19 to Cunneen, the Garbutt chief delivery clerk at Gowanus, not to load any of Mach's trucks; (b) Kingston's statement on March 20 to John Brown and Krick, in the presence of 3 or 4 Gowanus employees represented by a sister local of the Union, that he would see to it that the Mach trucks were not loaded;⁶ (c) Shop Steward Whitner's statement to Krick on April 17 that he had orders from the Union not to load the Mach trucks; (d) Shop Steward Williamson's statement at Lehigh that he had similar orders from Richard Brown, the Union's president; (e) similar statements made by Shop Steward Whitner at Dreifus on July 1 to John Brown in the presence of two Dreifus employees; (f) Shop Steward Williamson's admission to Jadach at Lehigh on May 27 that he had orders from Richard Brown not to load Mach's trucks; (g) Richard Brown's statement to Jadach

⁵ The Mach yard and office were located in Hightstown, New Jersey.

⁶ *Viner Bros Inc.*, 124 NLRB 1057.

on the same day, in Williamson's presence, that the reason that the Mach truck was not being loaded was because of the strike at Mach, (h) Reger's statement to Arthur Mach that unless he signed an agreement with the Union Reger would make certain that Mach's trucks would not be loaded anywhere at Port Newark.

I also find without merit the contention of the Union that the conduct of Shop Stewards Whitner at Dreifus and Williamson at Lehigh, heretofore detailed in (c), (d), and (e) immediately above, may not be attributed to the Union. In support of that contention, the Union places great reliance on the fact that the testimony "shows that the alleged shop stewards were never elected nor appointed by the Union but only by their co-employees." On the record made here, however, I find that factor to have no militating effect against my ultimate conclusion that the Union is responsible for their conduct herein.

The testimony shows conclusively that prior to January 1959 both Dreifus and Lehigh had collective-bargaining agreements with the Union's sister Local 1205 of the Teamsters but that these agreements were "taken over" by the Respondent Union in that month. Richard Brown testified that when the Union took over the Local 1205 contract at Lehigh, Williamson was the shop steward for Local 1205 and "was told by [the Union] he was a shop steward," and that he, Brown, has "been dealing with him as a shop steward" since that time. Williamson has attended the meeting of stewards conducted by the Union and, according to Brown, it is Williamson's duty to enforce the Local 1205 contract taken over by the Respondent Union.

Whitner testified that he was appointed shop steward at Dreifus by Local 1205 when that Local represented the Dreifus employees and continued in that capacity when the Respondent Union took over in January 1959. He received notices of, and attended, shop stewards meetings conducted by the Respondent Union. As such shop steward, Richard Brown testified, it was Whitner's duty to "enforce the contract" the Union has with Dreifus.

It being the duty of both Williamson and Whitner to enforce the Union's contract with Lehigh and Dreifus, and being invited to attend the Union's shop steward meetings, it may reasonably be inferred that the Union relied on these men to serve as a channel of communication between that organization and the union members employed by Lehigh and Dreifus. They were in fact so recognized by their employers. On the entire record I find that the inducement of the employees of Lehigh and Dreifus by these shop stewards not to handle Mach's lumber was the act of the Union, and part and parcel of its campaign to force their employers not to do business with Mach. *Southwestern Motor Transport, Inc.*, 115 NLRB 981; *Booher Lumber Co., Inc.*, 117 NLRB 1739; *Genuine Parts Company*, 119 NLRB 399.

I further find that the Union violated Section 8(b)(4)(A) of the Act by its picketing of Mach trucks on the premises of Atlantic, North Atlantic, and Dreifus. Ever since the Board's decision in *Washington Coca Cola Bottling Works, Inc.*, 107 NLRB 299, enfd 220 F. 2d 380 (C.A., D.C.), it has consistently held that "where a primary employer has a permanent place of business at which a union can adequately publicize its labor dispute . . . the fact that picketing is conducted at the premises of a secondary employer plainly reveals that it was designed, at least in part, to induce and encourage the employees of the secondary employer to engage in a concerted refusal, in the course of their employment, to handle goods for the primary employer, with an object of forcing the secondary employer to discontinue doing business with the primary employer, thereby violating Section 8(b)(4)(A) of the Act." *California Association of Employers*, 120 NLRB 1161.

Here, it was undisputed that Mach's truckdrivers made two or three trips daily from its premises in Hightstown, thus giving the Union ample opportunity to publicize its dispute with Mach at the latter's premises, an opportunity of which the Union availed itself by establishing and maintaining a picket line at those premises. It can only be concluded, therefore, that by following Mach's trucks to Port Newark and picketing at the premises of the secondary employers, the Union's purpose was, in part, if not *in toto*, to induce and encourage employees of Atlantic, North Atlantic, and Dreifus to engage in a concerted refusal in the course of their employment to handle Mach's goods. *Washington Coca Cola Bottling Works, Inc.*, *supra*; *Southwestern Motor Transport, Inc.*, *supra*; *Ready Mixed Concrete Company*, 117 NLRB 1266.

No doubt is left by the record as to the Union's ultimate objective in carrying on its unlawful activities at the premises of the secondary employers as heretofore detailed. No claim is made that the Union had any dispute with any of these secondary employers. Indeed, the Union, in its brief, concedes that "the strike was called because of failure of [Mach] to recognize [the] Union" as collective-bargaining representative of its employees. The testimony having established that all of the Union's activities at the premises of the secondary employers were in support of that strike,

and the Union not having been certified as such representative under the provisions of Section 9 of the Act, it must be, and is, concluded that those activities were also violative of Section 8(b)(4)(B) of the Act.

IV THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent Union, set forth in section III, above, occurring in connection with the operations of Mach 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 Respondent Union has engaged in violations of Section 8(b)(4)(A) and (B) of the Act, it will be recommended that it cease and desist therefrom and take certain affirmative action which I find to be necessary to effectuate the policies of the Act.

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

CONCLUSIONS OF LAW

1. Mach Lumber Company is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Local Union 522, Lumber Drivers, Warehousemen & Handlers, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent Union has not been certified, at any material time herein, as the collective-bargaining representative of employees of Mach Lumber Company pursuant to Section 9 of the Act

4. Since on or about March 20, 1959, Respondent Union has induced and encouraged employees of employers doing business with Mach Lumber Company in Port Newark, New Jersey, and Brooklyn, New York, to engage in strikes or concerted refusals in the course of their employment to perform services for their employers, with an object of (a) forcing or requiring the said employers to cease doing business with Mach Lumber Company; and (b) forcing or requiring Mach Lumber Company to recognize or bargain with Respondent Union as the collective-bargaining representative of employees of the said Mach Lumber Company.

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

[Recommendations omitted from publication.]

Premier Panels, Inc. and Local 2022, United Brotherhood of Carpenters and Joiners of America, AFL-CIO. *Case No. 14-CA-2035. January 26, 1960*

DECISION AND ORDER

On August 27, 1959, Trial Examiner Earl S. Bellman issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action as set forth in the copy of the Intermediate Report attached hereto. Thereafter the Respondent filed exceptions and brief to the Intermediate Report.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Rodgers, Bean, and Fanning].

126 NLRB No. 45.