CONCLUSIONS OF LAW

1. Commercial and Industrial Life Insurance Company is an employer within the meaning of Section 2(2) of the Act, and is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. Stationary Engineers Local Union No. 707, International Union of Operating Engineers, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.
3. The following unit of the Respondent's employees is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All operating and maintenance engineers, including the chief engineer and apprentice engineer, employed by the Respondent at its Houston, Texas, office building, but excluding all other employees and all supervisors as defined in the Act.

4. On December 1, 1959, and at all times thereafter, the Charging Party was, and now is, the representative of a majority of the Respondent's employees in the appropriate unit described above for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.
5. By refusing on February 10, 1960, and thereafter, to bargain collectively with the Charging Party as the exclusive representative of all its employees in the above-described appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) 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.

[Recommendations omitted from publication.]

APPENDIX

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 Labor-Management Relations Act, we hereby notify our employees that:

> WE WILL bargain collectively upon request with Stationary Engineers Local Union No. 707, International Union of Operating Engineers, AFL–CIO, as the exclusive bargaining representative of all our employees in the appropriate unit described below with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and, if an agreement is reached, embody such understanding in a signed contract. The appropriate unit is:
>
> All operating and maintenance engineers, including the chief engineer and apprentice engineer, employed at our Houston, Texas, office building, but excluding all other employees and all supervisors as defined in the Act.
>
> COMMERCIAL AND INDUSTRIAL LIFE INSURANCE COMPANY,
> *Employer.*

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.

Local Union 522, Lumber Drivers, Warehousemen and Handlers, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America *and* Republic Wire Corporation. *Case No. 22–CC–87. October 17, 1960*

DECISION AND ORDER

Upon charges filed on April 25, 1960, by Republic Wire Corporation, herein called Republic, the General Counsel for the National

Labor Relations Board, herein respectively called the General Counsel and the Board, by the Regional Director for the Twenty-second Region, issued a complaint dated May 6, 1960, against Local Union 522, Lumber Drivers, Warehousemen and Handlers, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8(b)(4)(i) and (ii)(B) and Section 2(6) and (7) of the National Labor Relations Act, herein called the Act. Copies of the charges, complaint, and notice of hearing were duly served upon the parties.

On May 27, 1960, Respondent filed an answer to the complaint wherein it admitted all the allegations of the complaint.[1]

On June 8, 1960, Respondent and the General Counsel executed a motion to transfer proceeding to the Board, which was filed with the Board. This motion contained a stipulation that, in the event the Board granted said motion, the charge, complaint and notice of hearing, answer, order postponing hearing in the instant case and the Board's Decision and Order in Local Union 522, Lumber Drivers, Warehousemen and Handlers, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (*Mach Lumber Company*), 126 NLRB 297, including the entire record therein, should constitute the entire record in this matter upon which the Board should make findings of fact and conclusions of law. The parties further stipulated that they waived hearing and oral argument before a Trial Examiner, the making of findings of fact and conclusions of law by a Trial Examiner, the issuance of an Intermediate Report and recommended order by a Trial Examiner, and oral argument before the Board. The parties further agreed that the complaint and the Respondent's answer shall constitute a stipulation of the facts in this matter upon which the Board may make findings of fact and conclusions of law.

On June 15, 1960, the Board approved the aforesaid stipulation and made it part of the record herein, and transferred the proceeding to, and continued it before, the Board for the purpose of making findings of fact, conclusions of law, and the issuance of a Decision and Order. Subsequently, the General Counsel and the Respondent filed briefs.

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

[1] While Respondent admitted, for the purpose of this proceeding, the alleged violations of the amended Act, it refused to enter into a settlement stipulation because of its disagreement with the scope of the remedial order requested by the General Counsel.

Upon the basis of the aforesaid stipulation and the entire record in the case, including the briefs filed by the parties, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANIES

Republic Wire Corporation, a New Jersey Corporation, is engaged in the manufacture, sale, and distribution of steel, wire, nails, and related products in Carteret, New Jersey. During the year ending March 31, 1960, it manufactured, sold, and distributed at its Carteret plant, products valued at in excess of $1,000,000 of which products valued at in excess of $1,000,000 were shipped from said plant in interstate commerce directly to States of the United States other than the State of New Jersey.

Kagen-Dixon Wire Corporation, herein called Kagen, is engaged at Port Reading, New Jersey, in the manufacture and sale of wire products. Kagen annually ships products valued at in excess of $50,000 directly to points outside the State of New Jersey.

National Wire Products Company, herein called National, is engaged, in the Borough of the Bronx, New York City, in the manufacture and sale of wire products. National annually purchases products at in excess of $50,000 from points outside of the State of New York.

We find that Republic, Kagen, and National are employers engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The complaint alleges, the answer admits, and we find, that the Respondent is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

The essential and uncontroverted facts in this case, as established by the complaint and the answer and the record as a whole are as follows:

Kagen does business with National, a customer of Republic. Andrew Peterson, an independent trucking contractor, pursuant to agreements between and among Peterson, Capra Brothers, Inc., a corporation engaged in the trucking business, and Republic, in the course and conduct of its business picks up and delivers goods, articles, materials, and merchandise which are sold to Republic, and makes up and delivers goods, articles, materials, and merchandise which are manufactured and sold by Republic.

The complaint alleges, the Respondent admits, and we hereby find that from on or about March 29, 1960, Respondent by its officers, agents, and representatives, including its president, Richard Brown, and its vice president, Nunzio Provenzano, has engaged in and is en-

gaging in, and by picketing, requests, appeals, orders, instructions, and other means has induced and encouraged, and is inducing and encouraging, individuals employed by Kagen and National, and other persons, now unknown, engaged in commerce or in an industry affecting commerce, to engage in, a strike or a refusal in the course of their employment to use, manufacture, process, transport or otherwise handle or work on any goods, articles, materials, or commodities or to perform services for their respective employers.

The complaint further alleges, the Respondent admits, and we hereby find that on or about April 11, 1960, and on various dates during April 1960, Respondent by its officers, agents, and representatives, including Richard Brown and Nunzio Provenzano, threatened, coerced, and restrained, and is threatening, coercing, and restraining Kagen and Peterson and other persons, now unknown, engaged in commerce or in an industry affecting commerce.

The complaint further alleges, Respondent admits and we hereby find that the Respondent engaged in the aforementioned activities with an object thereof being (a) to force, and coerce Kagen, National, Peterson, and other persons, now unknown, engaged in commerce or in an industry affecting commerce to cease using, selling, handling, transporting, or otherwise dealing in the products of, and to cease doing business with Republic; and (b) to force and coerce Republic to recognize and bargain with the Respondent as the representative of the employees of Republic although Respondent has not been certified as the representative of such employees in accordance with the provisions of Section 9 of the Act.

The complaint finally alleges, and Respondent's answer admits that by all the aforementioned acts committed for the aforementioned objects, occurring in connection with the operations of Republic, Kagen, National, and Peterson, the Respondent did engage in and is now engaging in unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(B) and Section 2(6) and (7) of the Act.

On the basis of our aforementioned findings of fact we find that the Respondent by the acts and for the objectives, heretofore described, has violated and is violating Section 8(b)(4)(i) and (ii)(B) and Section 2(6) and (7) of the Act as amended.

Conclusions of Law

1. Republic, Kagen, and National are employers within the meaning of Section 2(2) of the Act.

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

3. By inducing and encouraging individuals employed by Kagen, National, and other persons, now unknown, engaged in commerce or in an industry affecting commerce to engage in a strike or refusal in

the course of their employment to perform services and by threatening, coercing, or restraining Kagen, Peterson, and other persons, now unknown, engaged in commerce or in an industry affecting commerce with the object of forcing or requiring Kagen, National, Peterson, and other persons, now unknown, engaged in commerce or in an industry affecting commerce to cease doing business with Republic, and/or requiring Republic to recognize and bargain with the Respondent, in the absence of a certification as bargaining representative of the employees of Republic, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(B) of the Act.

4. The aforesaid unfair labor practices having occurred in connection with the operations of Republic, Kagen, and National, as set forth above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and substantially affect commerce within the meaning of Section 2(6) and (7) of the Act.

IV. THE REMEDY

As we have found that the Respondent has engaged in and is engaging in unfair labor practices in violation of Section 8(b)(4)(i) and (ii)(B) of the Act, we shall order that it cease and desist therefrom and take certain affirmative action to remedy the unfair labor practices and otherwise effectuate the policies of the Act.

The scope of our remedial order is the only contested issue in this case. The General Counsel urges the issuance of a "broad" cease and desist order, i.e., one that covers the Respondent's future conduct with respect to "any other employer over whom the Board would assert jurisdiction." The General Counsel argues that such broad order is warranted because other employers and persons in addition to Republic, namely National, Kagen, Peterson and persons unknown engaged in commerce or in an industry affecting commerce are involved in the instant violation, and also because the Respondent has previously committed similar violations of Section 8(b)(4)(A) and (B) of the Act prior to the 1959 amendments. The Respondent in reliance on the decision of the United States Supreme Court in *Communications Workers of America* v. *N.L.R.B.*[2] contends that a broad cease and desist order is inappropriate and that its prior violations of Section 8(b)(4)(A) and (B) must be disregarded for the purposes herein because they occurred prior to the Landrum-Griffin amendments[3] to the National Labor Relations Act.

The Respondent admitted, and we have found that the Respondent induced and encouraged not only individuals employed by Kagen, National, and Peterson to engage in strikes or refusals in the course

[2] 362 U S. 479

[3] Public Law 86-257, 73 Stat. 519, 29 USCA 141, 159.

of their employment to perform services for their respective employers but also individuals employed by other persons, now unknown, engaged in commerce or in an industry affecting commerce. This admission and finding was without limitation as to geographical location or jurisdictional area of the Respondent. In these circumstances we believe that an order protecting not only Kagen, National, and Peterson, but other *secondary* employers as well, is justified and necessary to effectuate the policies of the Act.

We do not agree with the Respondent that the United States Supreme Court's decision in the *Communication Workers* case unconditionally enjoins the Board from extending the coverage of its remedial order to any other *primary* employer except the one directly involved in a Board proceeding. Rather, we construe that decision to permit the Board to extend its protection to other employers if there is justification or necessity therefor. We find such justification and necessity here because the record shows that the Respondent has previously committed violations of Section 8(b)(4)(A) and (B) of the Act by engaging in secondary boycott activities against another employer within the Respondent's territorial jurisdiction in the State of New Jersey and that employer's suppliers.[4] In the case involving that employer, the Board's Decision and Order issued in January of 1960, after the enactment of the Landrum-Griffin amendments of 1959. In disregard of the Board's order and while its enforcement was pending, the Respondent, hardly 2 months thereafter, engaged in the instant violations, showing a pattern of conduct contemptuous of the Act. The distinction which the Respondent tries to draw between the language of the Act before the Landrum-Griffin amendments, and after, with respect to the application of the amended Act to "individuals rather than employees" and to "refusal" rather than "concerted refusal" do not appear to us pertinent herein. In both the *Mach* case and the instant case employees were induced by the Respondent Union to strike and to refuse to work, and there was no question in either case as to individuals other than employees being induced to a refusal other than a concerted refusal. Nevertheless, in the Order which we shall issue herein we shall use the somewhat broader language of the amended Act, as it is our customary procedure to apply the language of the Act as written at the time of issuance of the Order.

In a recent case,[5] decided by the Third Circuit Court of Appeals on July 11, 1960, after the Supereme Court decision in the *Communication Workers*, the court in a situation very similar to the one herein said as—

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[4] *Mach Lumber Company, supra*

[5] *N L R B v Brewery and Beer Distributor Drivers, Helpers and Platform Men, Local 830, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Delaware Valley Beer Distributors Assn.)*, 281 F 2d 319.

> The attack here upon the inclusion of persons other than the particular primary and secondary employers named in the order is not well taken. From the very pattern shown in the testimony before the Board the danger of the occurrence of the prohibited conduct is much wider than inducements confined to employees of the specifically mentioned secondary employers. In the same respect, the danger goes beyond action directed against the specifically named primary employers. Therefore, the widening of the prohibition beyond those named is not objectionable.

We believe that the above language is applicable herein. We shall therefore issue a cease and desist order applying to other primary employers as well as Republic, but limiting the scope to employers within the jurisdictional area of the Respondent in the State of New Jersey wherein the instant violation and the violation of the *Mach Lumber Company* case occurred so as to meet any objection that any order would apply to "any other employer in the United States or to any other place where the Board's writ may run." [6]

ORDER

Upon the entire record in this case and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent Union, Local Union 522, Lumber Drivers, Warehousemen and Handlers, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, its officers, representatives, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Engaging in, or inducing or encouraging any individual employed by Kagen-Dixon Wire Corporation, National Wire Products Company or by any other person engaged in commerce or in an industry affecting commerce to engage in, a strike or a refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services where an object thereof is to force or require Kagen-Dixon Wire Corporation, National Wire Products Company or any other person engaged in commerce or in an industry affecting commerce to cease using, selling, handling, transporting, or otherwise dealing in the products of Republic Wire Corporation or of any other employer within the territorial jurisdiction in the State

[6] *Ibid.* As the General Counsel requested an order protecting primary employers "over whom the Board would assert jurisdiction," and as the parties have not litigated extension of the order beyond this scope, we shall accept this limitation for the purposes of the instant case only. This is without prejudice to future consideration of the applicability of our orders to primary employers not themselves engaged in commerce, if secondary employers are within the Board's jurisdiction.

of New Jersey of the Respondent, Local 522, Lumber Drivers, Warehousemen and Handlers, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, over whom the National Labor Relations Board would assert jurisdiction, or to cease doing business with Republic Wire Corporation or with any other employer within the Respondent's territorial jurisdiction in the State of New Jersey, over whom the Board would assert jursdiction, or to force or to require Republic Wire Corporation or any other employer within the Respondent's territorial jurisdiction in the State of New Jersey over whom the Board would assert jurisdiction, to recognize or bargain with the Respondent as the collective-bargaining representative of its employees, unless Respondent has been certified as the representative of such employees under the provisions of Section 9 of the National Labor Relations Act.

(b) Threatening, coercing, or restraining Kagen-Dixon Wire Corporation, Andrew Peterson, or any other person engaged in commerce or in an industry affecting commerce where an object thereof is to force or to require Kagen-Dixon Wire Corporation, Andrew Peterson, or any other person engaged in commerce or in an industry affecting commerce to cease using, selling, handling, transporting, or otherwise dealing in the products of Republic Wire Corporation, or of any other employer within the Respondent's territorial jurisdiction in the State of New Jersey over whom the National Labor Relations Board would assert jurisdiction, or to cease doing business with the Republic Wire Corporation or with any other employer within the Respondent's territorial jurisdiction in the State of New Jersey over whom the Board would assert jurisdiction, or to force or to require Republic Wire Corporation or any other employer within the Respondent's territorial jurisdiction in the State of New Jersey over whom the Board would assert jurisdiction, to recognize or bargain with the Respondent as the collective-bargaining representative of its employees unless the Respondent 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) Post in conspicuous places in the Respondent's business offices, meeting halls, and all places where notices to members are customarily posted, copies of the notice attached hereto marked "Appendix."[7] Copies of said notice, to be furnished by the Regional Director for the Twenty-second Region, shall, after being duly signed by the Respondent's authorized representative, be posted by Respondent immediately upon receipt thereof and be maintained by it for 60 con-

[7] 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."

secutive days thereafter. Reasonable steps shall be taken to insure that such notices are not altered, defaced, or covered by any other material.

(b) Sign and mail sufficient copies of said notice to the Regional Director for the Twenty-second Region for posting, Republic Wire Corporation, Kagen-Dixon Wire Corporation, National Wire Products Company and Andrew Peterson willing, at all locations where notices to their respective employees are customarily posted.

(c) Notify the Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith.

APPENDIX

NOTICE TO ALL MEMBERS OF LOCAL UNION 522, LUMBER DRIVERS, WAREHOUSEMEN AND HANDLERS, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA; TO ALL INDIVIDUALS EMPLOYED BY REPUBLIC WIRE CORPORATION; NATIONAL WIRE PRODUCTS COMPANY; KAGEN-DIXON WIRE CORPORATION AND ANDREW PETERSON; AND TO ALL EMPLOYEES OF OTHER EMPLOYERS WHO ARE REPRESENTED BY US

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, or induce or encourage any individual employed by Kagen-Dixon Wire Corporation, National Wire Products Company or any other person engaged in commerce or in an industry affecting commerce to engage in a strike or a refusal in the course of his employment to use, manufacture, process, transport or otherwise handle or work on any goods, articles, materials or commodities or to perform any services where an object thereof is to force or require Kagen-Dixon Wire Corporation, National Wire Products Company or any other person engaged in commerce or in an industry affecting commerce to cease using, selling, handling, transporting, or otherwise dealing in the products of Republic Wire Corporation or of any other employer within our territorial jurisdiction in the State of New Jersey over whom the National Labor Relations Board would assert jurisdiction, or to cease doing business with Republic Wire Corporation or with any other employer within our territorial jurisdiction in the State of New Jersey over whom the Board would assert jurisdiction, or to force or require Republic Wire Corporation or any other employer within our territorial jurisdiction in the State of New Jersey over whom the Board would assert jurisdiction to recognize or bargain with us as the collective bar-

gaining representative of its employees, unless we have been certified as the representative of such employees under the provisions of Section 9 of the National Labor Relations Act.

WE WILL NOT threaten, coerce, or restrain Kagen-Dixon Wire Corporation, Andrew Peterson or any other person engaged in commerce or in an industry affecting commerce where an object thereof is to force or require Kagen-Dixon Wire Corporation, Andrew Peterson or any other person engaged in commerce or in an industry affecting commerce to cease using, selling, handling, transporting, or otherwise dealing in the products of Republic Wire Corporation or of any other employer within our territorial jurisdiction in the State of New Jersey over whom the National Labor Relations Board would assert jurisdiction, or to cease doing business with Republic Wire Corporation or with any other employer within our territorial jurisdiction in the State of New Jersey over whom the Board would assert jurisdiction, or to force or require Republic Wire Corporation or any other employer within our jurisdiction in the State of New Jersey over whom the Board would assert jurisdiction to recognize or bargain with us as the collective-bargaining representative of its employees unless we have been certified as the representative of such employees under the provisions of Section 9 of the Act.

LOCAL UNION 522, LUMBER DRIVERS, WAREHOUSEMEN AND HANDLERS, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS 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.

R. E. Edwards d/b/a Edwards Trucking Company *and* Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 991. *Case No. 15-CA-1562. October 18, 1960*

DECISION AND ORDER

On April 15, 1960, Trial Examiner James T. Rasbury issued his Intermediate Report in the above entitled-proceeding, finding that the Respondent had engaged in certain unfair labor practices and recommending that he cease and desist therefrom and take certain affirma-