

in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for the Twenty-sixth Region, in writing, within 20 days of the date of the receipt of this Intermediate Report and Recommended Order, what steps the Respondent has taken to comply herewith.

It is further recommended that unless the Respondent shall, within 20 days from the date of the receipt of this Intermediate Report and Recommended Order, notify the Regional Director, in writing, that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the Respondent to take the action aforesaid.

It is also recommended that the allegation of the complaint that the Respondent interrogated its employees concerning their union membership and activities be dismissed.

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 National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT withdraw or curtail any legal privileges or impose or enforce more stringent working conditions (except in order to comply with State laws), for the purpose of, or at such a time and in such a manner as to interfere with, restrain, or coerce our employees in the exercise of their rights guaranteed in the National Labor Relations Act.

WE WILL offer L. Ray McDaniel, Hulet C. Burns, and Joe T. Phillips immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges.

WE WILL make L. Ray McDaniel, Hulet C. Burns, and Joe T. Phillips whole for any loss of pay each may have suffered as a result of the discrimination against him.

WE WILL NOT discourage membership in General Drivers, Salesmen & Warehousemen's Local Union No. 984, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, or any other labor organization, by discharging, or in any other manner discriminating against any employee in regard to his hire or tenure of employment or any other term or condition of employment, or in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist the aforesaid Union, or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities, except to the extent that such right may be affected by an agreement, conforming to the Act, requiring membership in a labor organization.

All of our employees are free to become or remain, or to refrain from becoming or remaining, members of the above-named Union, or of any other labor organization, except as such right may be modified in conformity with the Act.

DIXIE GAS, INC.,
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.

Blueprint Photostat & Photo Employees Union, Local 249, International Jewelry Workers Union, AFL-CIO and East Photo Lab. Case No. 22-CC-131. February 15, 1962

DECISION AND ORDER

On November 24, 1961, Trial Examiner George A. Downing issued his Intermediate Report in the above-entitled case, finding that the
135 NLRB No. 106.

Respondent had engaged in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the Intermediate Report attached hereto. Thereafter, the Respondent and the General Counsel filed exceptions to the Intermediate Report and supporting briefs.

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 McCulloch and Members Leedom and Brown].

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in this case and hereby adopts the findings,¹ conclusions, and recommendations² of the Trial Examiner with modifications noted herein.

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, Blueprint Photostat & Photo Employees Union, Local 249, International Jewelry Workers Union, AFL-CIO, its officers, agents, representatives, successors, and assigns, shall:

1. Cease and desist from threatening, coercing, or restraining Post Drugs, Bell Drugstore of Rahway Incorporated, Gesten's Pharmacy, Dell Drugstore, Hayes Drugs, Millers Pharmacy, Rubin Brothers, Lehigh Drugs, Kravet Drugs, or any other employer or person engaged in commerce or in an industry affecting commerce where an object is to force or require any of the said employers or any other employer or person to cease using, selling, handling, transporting or otherwise dealing in the products of East Photo Lab or to cease doing business with East Photo Lab or its affiliated enterprises.

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."³

¹ As the question of the Respondent's majority status is not material to the issues in this case, we do not adopt the findings of the Trial Examiner pertaining thereto.

² We agree with the General Counsel that the instant case is sufficiently similar to *Local 459, International Union of Electrical, Radio and Machine Workers, AFL-CIO (Friden, Inc.)*, 134 NLRB 598, to require the issuance of an order identical in scope with the order in that case with respect to 8(b) (4) (ii) (B) violations. We have amended the order and corresponding portion of the notice to be posted accordingly.

³ 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."

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 consecutive 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 by the employers named hereinabove, if they are willing, at all locations where notices to customers and employees are usually posted.

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

APPENDIX

NOTICE TO ALL MEMBERS OF BLUEPRINT PHOTOSTAT & PHOTO EMPLOYEES UNION, LOCAL 249, INTERNATIONAL JEWELRY WORKERS UNION, AFL-CIO

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, we hereby notify our members that :

WE WILL NOT threaten, coerce, or restrain Post Drugs, Bell Drugstore of Rahway, Inc., Gesten's Pharmacy, Dell Drugstore, Hayes Drugs, Millers Pharmacy, Rubin Brothers, Lehigh Drugs, and Kravet Drugs, or any other employer or person engaged in commerce or in an industry affecting commerce, with an object of forcing or requiring such employers or any other person to cease doing business with East Photo Lab or its affiliated enterprises or to cease using, selling, handling, transporting, or otherwise dealing in the products of East Photo Lab.

BLUEPRINT PHOTOSTAT & PHOTO EMPLOYEES,
 UNION, LOCAL 249, INTERNATIONAL JEWELRY
 WORKERS UNION, AFL-CIO,

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.

Employees may communicate directly with the Board's Regional Office, 614 National Newark Building, 744 Broad Street, Newark 2, New Jersey ; Telephone Number, Market 4-6151, if they have any question concerning this notice or compliance with its provisions.

INTERMEDIATE REPORT

STATEMENT OF THE CASE

This proceeding, brought under Section 10(b) of the National Labor Relations Act, as amended (61 Stat. 136, 73 Stat. 519), was heard in Newark, New Jersey, on October 2, 1961, with all parties represented. The complaint, issued on July 21, 1961, by the General Counsel of the National Labor Relations Board and based on a charge duly filed and served, alleged in substance that Respondent had since June 26, 1961, engaged in unfair labor practices proscribed by Section 8(b)(4)(ii)(B) of the Act by picketing certain retail drugstore customers of East Photo Lab and its affiliated businesses with an object of forcing said customers to cease doing business with East and its affiliates.

Respondent answered, denying the unfair labor practices.

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

FINDINGS OF FACT

I. JURISDICTIONAL FINDINGS

East Photo Lab, a New Jersey corporation with its principal office, place of business, and plant at 33 West Jersey Avenue, Roselle Park, New Jersey, is engaged in the business of providing and performing photo processing and related services to numerous retail drugstores in New Jersey, including Bell Drugstore of Rahway, Post Drugs of Newark, Hayes Drugs of Newark, Millers Pharmacy, Rubin Brothers of Newark, Lehigh Drugs of Newark, Gesten Drugs of Union, Kravet Drugs of Union, and Dell Drugstore of Union. East and its affiliated enterprises constitute a single integrated business enterprise. The affiliated concerns are: (1) Essex Photo Company, a copartnership composed of George D. Teitelbaum and Julius Kollinger; (2) Schreiber Snapshot Service, a copartnership composed of Bryant Schreiber and Annette Schreiber; and (3) S. & E. Photo Service, a copartnership composed of George O. Teitelbaum, Julius Kollinger, Bryant Schreiber, and Annette Schreiber. All of said concerns are engaged, at the same business address as East, in the business of transporting undeveloped film from retail drugstores to East and transporting processed film from East back to the drugstores.

East's purchases (primarily photo supplies) directly from out of the State are in excess of \$278,000 a year, and its gross sales are \$452,000 a year. Post Drugs' annual purchases are approximately \$70,000, of which approximately \$20,000 are directly from outside the State; and its gross sales are approximately \$100,000. Gesten's Pharmacy's annual purchases are approximately \$65,000, of which approximately \$15,000 are directly from outside the State; and its gross sales are approximately \$92,000. Bell Drugstore's annual purchases are approximately \$300,000, of which approximately \$100,000 are directly from outside the State; and its total sales are approximately \$400,000. Rubin's annual purchases total \$91,000, of which \$13,000 are directly from outside the State, and its annual sales total \$142,000. The annual purchases of Dell Drugstore of Union are approximately \$75,000, of which approximately \$5,000 are directly from outside the State, and its gross sales are approximately \$100,000.

I conclude and find that East and its affiliated enterprises are engaged in commerce within the meaning of the Act. I also conclude and find that East's customers named above are engaged in an activity in commerce in which a labor dispute would burden or obstruct or tend to burden commerce within the meaning of Section 8(b)(4), as defined by Section 501(1). *Sheetmetal Workers International Association Local Union No. 299, et al. (S. M. Kisner (deceased), et al. d/b/a S. M. Kisner and Sons)*, 131 NLRB 1196.

II. THE LABOR ORGANIZATION INVOLVED

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

III. THE UNFAIR LABOR PRACTICES

A. *The issues*

The single issue in this case, whether Respondent's conduct violated Section 8(b)(4)(ii)(B) of the Act, turns on two subsidiary issues: (1) whether the evidence established that Respondent's picketing of East's customers constituted the threatening, coercion, or restraint of any person engaged in commerce or in an industry affecting commerce; and (2) whether an object thereof was to force or require any person to cease doing business with any other person.

B. *The facts*

The facts in this case are undisputed. On or about June 20, 1961, Respondent called a strike against East during an organizational campaign and established a picket line at East's Roselle plant. At various times since June 26, Respondent also established and maintained pickets at the premises of various retail drugstore customers of East, including Bell, Post, Millers, Hayes, Rubin, Lehigh, Gesten, Kravet, and Dell, none of whom had a labor dispute with Local 249. At the beginning of the picketing the legend on the picket sign, above Respondent's name, read as follows:

THE EMPLOYEES OF THIS STORE'S
photo finisher
ON STRIKE
for Union conditions

As indicated by the above typing, the words "photo finisher" and "for Union conditions" were in much smaller letters than the remainder of the legend.

Though the record does not establish the date, Respondent represents in its brief that on June 29 it changed its picket signs. Photographs in evidence indicate (in accord with Respondent's representation) that the legend then read:

NOTICE TO THE PUBLIC
THIS STORE
using services of
EAST PHOTO
which is
NON-UNION
and does not employ members of
LOCAL 249.

East had some 38 employees on June 19, when Respondent's representative, Edward Witsotski, made a demand for recognition on Bernard Schreiber, East's president, representing that the Union had a collection of cards signed by "many" of the employees. When Schreiber refused recognition, expressing doubt that the employees were interested in the Union, Witsotski stated that East would find "the votes" in the street the following day and that "You will have to find out the hard way." Seventeen of Respondent's employees participated in the strike which began the following morning. The Union made no other attempt to prove its majority status; it filed no representation petition and obtained no certification.

The picketing of the drugstore customers began on June 26 or 27; it was conducted by East's striking employees and in some instances by Witsotski and another union representative. The pickets moved from store to store and with some exceptions remained for only an hour or so at any one store. The picketing was peaceful; there were no disturbances and no arrests; none of the drugstore employees quit or refused to cross the picket line; and there was no evidence of interruption of deliveries. Though the record does not establish precisely when the customer picketing ended, there was no evidence that it continued beyond the entry of an injunction by the Federal court in a Section 10(1) proceeding on or about July 27.

David Suchow, owner of Post Drugs, testified that the single picket at his store twice refused his requests to leave and suggested that Suchow either call the Union in New York, or call Essex, with whom Post was doing business at the time, or call in a union photo house. Picketing occurred on two or three occasions thereafter; and for about 3 business days Suchow stopped doing business with East after notifying East of his decision. Sometime after the first picketing, Suchow received a copy of a notice on the Union's letterhead (Appendix A attached hereto) to the drugstore customers of East, advising them that the purpose of its picketing was to inform the public of the dispute between the Union and East and that it did not intend to force or require the customer to stop doing business with East.

Arthur Gesten, owner of Gesten's Pharmacy, testified that around June 26, three men came into his store (one an employee of East) and informed him that if he continued dealing with East, they would picket the store. When Gesten refused, the picketing began. Some 1½ hours later Gesten asked the spokesman for the pickets if they would "go away" if he took back the photo work from East's employee to whom he had just delivered it. When the picket agreed, Gesten took back the work, and the pickets left. Gesten in fact intended to continue dealing with East, and worked out an arrangement under which the work was picked up by Kollinger, one of the copartners in Essex. On Tuesday of the following week the pickets (six

in number) reappeared and picketed all that day and most of the next. On one of these visits the spokesman informed Gesten that if he would give his business to a union photo finisher in New York, the picketing would cease. Gesten continued to do business with East.¹

Saul Kalish, owner of Bell Drugstore, testified that picketing of his store began on June 26 or 27, and that when the picketing continued the following day, he requested the picket (identified from a photograph as Witsotski) to refrain from informing customers that the store was on strike (as reported by several customers), but the picket ignored him. On the fourth occasion of picketing, a picket handed him a letter to read (Appendix A) and informed him that if he were to do business with a union laboratory, he would not be picketed. When Kalish refused, picketing began again. Frank Crue, Jr., an employee of Bell, testified that he was present on an occasion when the picket (Witsotski) informed a customer who was entering that the store was on strike and that she should not come in.

Martin I. Lizzack, owner of Dell Drugstore, testified that the picketing of his store began around June 26, that he inquired of the picket (whose sign bore the original legend) what he should do to end the picketing, and that the picket directed him to call the photo finisher (East) and notify it he was going to stop business with it. Lizzack thereupon called East in the picket's presence and informed it he would not do business with it until the matter was settled. The picketing stopped, but was resumed the next day by a different picket. However, when Lizzack informed the picket that he had discontinued doing business with East, the picket left. Lizzack did not receive a copy of the Union's notice, and did not resume his business relations with East until after entry of the Section 10(1) injunction.

C. Concluding findings

Section 8(b)(4)(ii)(B) of the Act provides:

SEC. 8. (b) It shall be an unfair labor practice for a labor organization or its agents—

* * * * *

(4) . . . (ii) to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is:

* * * * *

(B) forcing or requiring any person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person

That section incorporates, with amendments, the secondary boycott provisions of Section 8(b)(4)(A), which was itself an amendment made by the Taft-Hartley Act in 1947. As under the 1947 amendment, the violation of 8(b)(4)(ii)(B) depends on the finding of two essential elements: (1) that a union has threatened, coerced, or restrained a person engaged in commerce or in an industry affecting commerce; and (2) that an object of the union's conduct was to force or require one person not to do business with another. In the latter connection, the object specified need not be the sole object in order to fall under the proscription of the Act. *N.L.R.B. v. Denver Building and Construction Trades Council*, 341 U.S. 675, 689.

Considering first the question of objective, the evidence plainly established that an object of Respondent's conduct was to force or require East's customers to cease doing business with East.² Indeed, that object was specifically proclaimed by the pickets and by representatives of the Union to Gesten, to Kalish, and to Lizzack. Furthermore when Lizzack and Gesten (temporarily) ceased doing business with East and informed the Union of their action, the picketing stopped. In Gesten's

¹ Though Gesten testified that on the occasion of the first picketing he was shown a paper in the form of Appendix A, he could not recall that it bore a date. He testified, however, that the picket sign then bore the legend as it was originally worded.

Though Appendix A bears the date June 28, the evidence does not establish precisely when Respondent began its distribution. However, Respondent represents in its brief that it did so about the same time that it made the change in its picket sign, i.e., on June 29. I conclude, therefore, that Gesten was mistaken in his recollection that he was shown the Union's notice at the time of the first picketing.

² The picketing had a further object of forcing or requiring customers of the drugstores not to do business with the stores, as shown by statements made by pickets to customers that the store itself was on strike and by Witsotski's urging of a customer not to enter.

case the picketing was resumed when the Union discovered that Gesten had renewed his dealings with East.

Evidence that Respondent began distributing around June 29 copies of Appendix A to the drugstore owners does not affect the above findings as to Respondent's object, despite the disclaimer expressed therein of an intention not to force or require the stores to stop doing business with East. In the first place picketing had already proceeded for some 2 or 3 days without such a disclaimer. Secondly, Respondent's conduct after the distribution began showed that an object of the picketing continued to be to force or require the drugstore owners to cease doing business with East. Indeed the Union's representative who delivered the notice to Kalish specifically informed him that if he gave his business to a "union" laboratory he would not be picketed.

Turning now to the question whether Respondent's picketing of the drugstores, with the object as found, threatened, coerced, or restrained East's customers, we find that a series of recent decisions have settled that question at Board level. In *Upholsterers Frame & Bedding Workers Twin City Local No. 61 et al.* (*Minneapolis House Furnishing Company*), 132 NLRB 40, the Board reviewed the legislative history of clause (ii) and found it clear that Congress intended by enacting that clause to outlaw customer or consumer picketing. Commenting that the legal issues covering that clause had been examined and settled in the *Gilmore Construction Co.* and the *Perfection Mattress Co.* cases,³ the Board announced its adherence to the interpretation made in those cases, i.e., that peaceful picketing for an objective proscribed by Section 8(b)(4) constitutes "coercion and restraint" of an employer within the meaning of clause (ii), such picketing being in the nature of "economic retaliation" against the employer who fails to comply with union's demands. The Board pointed out further that in *Perfection Mattress Co.*, it had rejected the respondent's contention that the picketing was privileged because it was intended for the consumer public and was not addressed to neutral employees, and it approved the holding in that case that "by literal wording of the proviso [to Section 8(b)(4)] as well as through the interpretive gloss placed thereon by its drafters, consumer picketing in front of a secondary establishment is prohibited."

The holding in the *Minneapolis House Furnishing* case has been consistently followed by the Board in subsequent decisions, including, e.g., *Fruit & Vegetable Packers & Warehousemen, Local 760 et al.*, (*Tree Fruits Labor Relations Committee, Inc.*), 132 NLRB 1172.

The above decisions dispose of most of the questions which Respondent raises (e.g., that Congress did not intend to outlaw peaceful secondary picketing which appeals to customers rather than neutral employers; that the Union's peaceful picketing was privileged as a free speech appeal to customers not to buy or do business). Its other contentions are without merit under the findings of fact made above. Thus Respondent's attempted reliance on the "publicity" proviso to Section 8(b)(4)⁴ is plainly misplaced since the proviso protects only publicity *other than picketing*, whereas Respondent's publicity consisted mainly of the picketing and the picket signs themselves. Furthermore, the distribution of notices to the drugstore owners was not only begun after some days of picketing, but it was itself an integral part of the picketing activity as shown by contemporaneous statements that picketing would cease (or would not begin) if the customer stopped doing business with East. Indeed, the latter statements, which exposed the falsity of the alleged intent expressed in the notice, further disqualified the "publicity" as truthful advice to the public.

Respondent makes certain factual statements in its brief concerning its majority representation and concerning East's failure to bargain with it in good faith, and contends that the strike was called because of that refusal to bargain. Its statements are not only unsupported by any evidence but are directly in conflict with Schreiber's unrefuted testimony concerning his brief negotiations with Witsotski and concerning

³ *United Wholesale and Warehouse Employees, Local 261 et al.* (*Perfection Mattress & Spring Company*), 129 NLRB 1014; *Gilmore Construction Company*, 127 NLRB 541.

⁴ "Provided further, That for the purposes of this paragraph (4) only, nothing contained in such paragraph shall be construed to prohibit publicity, other than picketing, for the purpose of truthfully advising the public, including consumers and members of a labor organization, that a product or products are produced by an employer with whom the labor organization has a primary dispute and are distributed by another employer, as long as such publicity does not have an effect of inducing any individual employed by any person other than the primary employer in the course of his employment to refuse to pick up, deliver, or transport any goods, or not to perform any services, at the establishment of the employer engaged in such distribution."

the number of employees who supported the strike. As Witsotski proposed to demonstrate his majority by the number of employees joining in the strike and as only 17 out of 38 participated, I conclude and find that Respondent did not in fact represent a majority of East's employees at the time it demanded recognition.

IV. THE REMEDY

Having found that Respondent has engaged in unfair labor practices it will be recommended that Respondent cease and desist therefrom and that it take certain affirmative action of the type conventionally ordered in such cases, which is found to be necessary to remedy and to remove the effects of the unfair labor practices and to effectuate the policies of the Act. See *Minneapolis House Furnishing Company, supra*; *Tree Fruits Labor Relations Committee, Inc., supra*.

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. By picketing the drugstores of Post Drugs, Bell Drugstore, Gesten's Pharmacy, Dell Drugstore, Hayes Drugs, Millers Pharmacy, Rubin Brothers, Lehigh Drugs, and Kravet Drugs, in furtherance of a dispute with East, Respondent threatened, coerced, and restrained the owners of said drugstores with an object of forcing or requiring them to cease doing business with East, thereby engaging in unfair labor practices within the meaning of Section 8(b)(4)(ii)(B) of the Act.

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

[Recommendations omitted from publication.]

APPENDIX A

JUNE 28, 1961.

To The Drugstore Owners Doing Business With East Photo Lab Inc.:

This is to advise you that in the event a picket will be, or has been placed in front of your store, it is for the purpose of informing the public about the dispute this Union has with East Photo Lab Inc.

This Union is not seeking to force you to stop doing business with East Photo Lab Inc., the employees of whom are on strike. We would appreciate your writing to East Photo Lab Inc. and ask them to deal with our Union which represents a majority of the Company's employees. The Company has refused to deal with the Union even though it promised its employees to do so if that is their wish.

The Company conducted a vote among its employees and found that the majority desire to be represented by the Union. In spite of this the Company refuses to recognize the employees choice of its bargaining representative.

We write you this letter to be sure you understand that the Union has no intention of forcing or requiring you to stop doing business with East Photo Lab Inc.

BLUEPRINT PHOTOSTAT & PHOTO EMPLOYEES UNION,
LOCAL 249, I.J.W.U., AFL-CIO.

**S-F Machine Shop, Inc. and International Union of Electrical,
Radio and Machine Workers, AFL-CIO. Case No. 3-CA-1543.
February 15, 1962**

DECISION AND ORDER

On June 22, 1961, Trial Examiner Arthur Leff 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 Intermediate Report attached hereto. The Trial Examiner also found that the Respondent had not