

Wash Well No. 2, Inc., Wash Well No. 3, Inc., Wash Well of Tucson, Inc., Brickman Cleaners and Laundries, Inc., and Robert Brickman Laundry and Dry Cleaners, Inc. and Laundry, Dry Cleaning & Dye House Workers International Union, Local 200. *Case No. 28-CA-774. October 24, 1962*

### DECISION AND ORDER

On June 4, 1962, Trial Examiner Wallace E. Royster 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 attached Intermediate Report. Thereafter, the General Counsel filed exceptions to the Intermediate Report. The Respondent also 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 McCulloch and Members Leedom and Fanning].

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 brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner as modified herein.<sup>1</sup>

The Trial Examiner found that Respondent's operations have a "substantial impact on national defense," and on that basis concluded that the Board had jurisdiction here. The General Counsel urges that Respondent's operations meet the Board's retail standard and that jurisdiction can be asserted under this standard, too. We agree with the General Counsel that the Board's retail standard has been satisfied.

The five corporations named as Respondent herein constitute, as the Trial Examiner found, a single employer generally engaged in the laundry and dry cleaning business. While it is apparent that a portion of Respondent's business is of a nonretail character, e.g., its services performed for motels, it is clear that Respondent also deals with retail customers. The Board has determined that it will assert jurisdiction over a single integrated enterprise, encompassing both retail and nonretail operations, if the employer's total operations meet either the Board's retail or nonretail jurisdictional standards.<sup>2</sup> Here the

<sup>1</sup> Interest at the rate of 6 percent per annum shall be added to the backpay to be computed in the manner set forth in *Isis Plumbing & Heating Co.*, 138 NLRB 716. For the reasons stated in the dissenting opinion in that case, Member Leedom would not award interest.

<sup>2</sup> *Harry Tancredi*, 137 NLRB 743; *Joseph Crowden and Thomas Crowden, a partnership, d/b/a Indiana Bottled Gas Company*, 128 NLRB 1441; *Man Products, Inc.*, 128 NLRB 546

record establishes that in calendar year 1961, the gross business income of Respondent was approximately \$650,000. Included in this total is the sum of \$54,100 derived from the performance of contracts with post exchanges located at Davis-Monthan Air Force Base and Fort Huachuca Army Proving Ground. Purchases of supplies originating outside the State totaled about \$1,400, and Respondent invested approximately \$34,000 in capital equipment which came to it from points outside the State. As Respondent's annual gross volume of business exceeded \$500,000, the Board's retail jurisdictional standard has been met. Further, we find that statutory, or legal, jurisdiction has been shown not only by the \$1,400 inflow of supplies but also by the capital equipment purchases totaling \$34,000. Accordingly, we find that Respondent is engaged in commerce or an industry affecting commerce within the meaning of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein.

In view of our holding that Respondent's operations meet the Board's retail jurisdictional standard, we find it unnecessary to pass upon the Trial Examiner's conclusion that jurisdiction may be asserted under the "national defense" standard.

### ORDER

The Board adopts as its Order the Recommended Order of the Trial Examiner.<sup>3</sup>

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<sup>3</sup>The notice appended to the Intermediate Report is hereby amended by deleting the phrase "This notice must remain posted for 60 days from the date hereof," and substituting therefor the phrase "This notice must remain posted for 60 consecutive days from the date of posting."

### INTERMEDIATE REPORT AND RECOMMENDED ORDER

#### STATEMENT OF THE CASE

This matter came on to be heard before Trial Examiner Wallace E. Royster in Tucson, Arizona, on March 13, 14, and 15, 1962. The amended complaint<sup>1</sup> of the General Counsel of the National Labor Relations Board alleges that Wash Well of Tucson, Inc., herein called Wash Well 1, Wash Well No. 2, Inc., herein called Wash Well 2, Wash Well No. 3, Inc., herein called Wash Well 3, Brickman Cleaners and Laundries, Inc., herein called Brickman 1, and Robert Brickman Laundry and Dry Cleaners, Inc., herein called Brickman 2, all collectively referred to hereinafter as the Respondent, had by unlawful interrogation and threats interfered with, restrained, and coerced employees in the exercise of rights guaranteed in Section 7 of the Act, and by the discharge of Gilbert O. Lopez, unlawfully discriminated in regard to Lopez' tenure of employment. It is alleged that the Respondent had thus engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (3) and Section 2(6) and (7) of the National Labor Relations Act, as amended, herein called the Act.

Upon the basis of the entire record in the case, from my observation of the witnesses, and in consideration of the briefs filed by counsel, I make the following:

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<sup>1</sup> Issued February 5, 1962, upon a charge filed December 28, 1961, by Laundry, Dry Cleaning & Dye House Workers International Union, Local 200, herein called the Union

## FINDINGS OF FACT

## I. THE BUSINESS OF THE RESPONDENT

Wash Well 1 was formed in 1952 to provide a drive-in laundry service. All laundry and dry cleaning services are performed on its premises. Wash Well 2, incorporated in 1954, is a similar operation at a different location. Wash Well 3, incorporated in 1958, is a coin-operated laundry and also operates pickup stations where customers may leave laundry and dry cleaning for finishing at another of Respondent's laundries. Brickman 1 was incorporated in California and did not begin operations in Arizona until August 1961. Brickman 2 from February 1961 until August of that year operated a family route laundry business in Tucson and also performed laundry and dry cleaning on articles received at pickup stations located within the limits of Davis-Monthan Air Force Base and Fort Huachuca, both military installations in Arizona. In August 1961, Brickman 2 transferred the laundry operation to Brickman 1. From August 1961 to February 1962, Brickman was inactive. In the latter month it established some pickup stations for the receipt of laundry and dry cleaning and had the work performed by Brickman 1 at the latter's plant

Robert Brickman is the president of each of the five corporations. His two sons, Melford and David, are vice president and treasurer and vice president and secretary of each, respectively. All of the stock in the corporations is owned by Robert Brickman except for a minority interest held in Wash Well 2 by David Brickman. Robert and Melford Brickman have their offices on the premises of Brickman 1 and it is here that the records of all five corporations are maintained. Melford Brickman is the manager of Brickman 1. David Brickman is the manager of Wash Well 1. James King manages Wash Well 2. Melford Brickman, David Brickman, and James King are salaried employees of these separate corporations. Although the managers have authority to hire and discharge, the policy of the Respondent is determined by its president, Robert Brickman. Decisions upon major purchases are made in consultation with Robert Brickman. It is clear that he is the effective operating head of Respondent's enterprises. In the circumstance I find that the Respondent in its several corporate aspects constitutes a single employer within the meaning of the Act.<sup>2</sup>

In calendar 1961 the gross business income of the several corporations was as follows: Wash Well 1, \$167,000; Wash Well 2, \$148,000; Wash Well 3, \$89,000, Brickman 1, \$217,000, Brickman 2, \$28,000. Thus the gross business of the Respondent in 1961 was approximately \$650,000. The record leaves some uncertainty as to the precise character of Respondent's business. It is clear enough that Wash Well 1, Wash Well 3, and Brickman 2 deal primarily with retail customers. Wash Well 2 has a retail custom and also what might be termed a wholesale trade in that it performs laundry and dry cleaning for several motels. Early in his testimony, Robert Brickman said that Brickman 1 operated 10 or 12 trucks in servicing laundry routes in and about Tucson and that the families served by these routes were the customers of Brickman 1. Later he testified that the routemen owned the trucks and were franchised by Brickman 1 to operate the routes. It is thus the sense of his later testimony that the relationship between Brickman 1 and the routemen was that of wholesaler to retailer and that the family customers were in fact customers of the routemen. However, the work brought to Brickman 1 by reason of the pickup stations at the two military installations is clearly of a character to be described as a retail operation. It seems probable, considering Brickman's first response to questions addressed to him on the point, that he considers the families on the routes served by Brickman 1 to be the customers of that laundry and that the laundry deals with them on a retail basis. But it is by no means improbable that there exists a franchise arrangement with the drivers which in contemplation of law constitutes them as separate business entities interposed between Brickman 1 and the customers. Brickman's later testimony is clearly to this effect. In this state of the record I consider that I am left to speculation on the question whether Brickman 1 is solely a retail or a combined retail and nonretail operation. If the latter, then a further question arises concerning the amount of gross receipts coming to Brickman 1 and Wash Well 2 from nonretail trade. This may be a very substantial percentage of the Respondent's \$650,000 gross income and, of course, it may not. In the circumstances there exists no firm basis for a finding that the Respondent's income from

<sup>2</sup> *The Family Laundry, Inc., Standard Coat, Apron and Linen Service, Inc.*, 121 NLRB 1619

retail operations meets the \$500,000 figure established by the Board as a condition to an assertion of jurisdiction.

In 1961, the Respondent invested approximately \$34,000 in capital equipment which came to it from points outside the State of Arizona. There is testimony which is believed that all of this equipment has a probable useful life of several years and that some of it at least will not need replacement for about 20 years. As the bulk of these purchases, if not all of them, are of a nonrecurring character, the Board will not base a finding of jurisdiction solely upon them. Purchases of supplies originating outside the State of Arizona totaled, according to the computation of the General Counsel, about \$1,400. Although this amount is not *de minimus* and is sufficient to give the Board statutory jurisdiction, it is far short of the \$50,000 inflow required to satisfy the jurisdictional standard adopted by the Board for a nonretail enterprise. I do not find on the basis of this record that the business of the Respondent is sufficient to meet either the retail or nonretail standards adopted by the Board.

In March 1958, Tucson Laundry Dry Cleaners and Linen Service, Inc., herein called Tucson Laundry, entered into an agreement with Davis-Monthan Air Force Base Exchange to operate a washeteria and a laundry and dry cleaning pickup delivery station on the base. This agreement, renewed in March 1960, has a terminal date of March 26, 1962. By this arrangement, Tucson Laundry was provided space in buildings on the base for its operations, and paid a percentage of its gross receipts as rent to the exchange. In February 1961, Brickman 2 succeeded to this and some other aspects of the business of Tucson Laundry and operated the washeteria and pickup station on the base, presumably as an assignee of Tucson Laundry, until Brickman 1 took over the business in August of that year. In 1961 Brickman 1 and Brickman 2 grossed \$47,000 from business at the base.

On June 2, 1961, Brickman 2 entered into a similar agreement with United States Army Electronic Proving Ground Exchange at Fort Huachuca. Brickman 2 was provided space at the fort for laundry and dry cleaning pickup and delivery. In August 1961, Brickman 1 took over the performance of this contract. In 1961, Brickman 1 and Brickman 2 derived revenues of \$7,100 from Fort Huachuca business.

It is argued in behalf of Respondent that the contracts in respect to Davis-Monthan and Fort Huachuca are not with the Federal Government or with a military agency. It is clear enough that the exchange is an activity of the departments of the Army and the Air Force. Although it is true that no appropriated funds of the United States are involved, I find that these arrangements are with agencies of the United States Government. It is further argued that the performance of laundry and dry cleaning services for personnel on the bases, both civilian and military, can not be said to have a "substantial impact on national defense" so as to bring into play the Board's policy in respect to asserting jurisdiction over enterprises so described.<sup>3</sup> Although I am not entirely certain just what the Board may have had in mind in using the words "substantial impact on national defense," it seems unlikely that it intended thus to determine whether the services in question were necessary or important. It is always possible, and, no doubt, sometimes probable, that one not directly concerned with the operation under scrutiny would be quite unaware of the many reasons impelling responsible Government officials to contract for services at a military base. I doubt that the Board would exercise a judgment in this respect. It is sufficient for me, as I think it is for the Board, that the responsible exchange officers at Davis-Monthan and at Fort Huachuca have concluded that it is in the interest of the operations at these two bases to permit the Respondent to do business there. Because the amount of business done by the Respondent at the two bases exceeds \$50,000 annually, I conclude and find that the described operations exert a substantial impact on national defense as this phrase is used in the decision cited.

The motion of counsel for the Respondent made at the hearing and renewed in his brief to dismiss the complaint upon jurisdictional considerations is hereby denied. I find that the Board has jurisdiction over Respondent's operations, that it is such jurisdiction as would have been asserted under the standards prevailing on August 1, 1959, and that the Board thus has no discretion to decline it.

I find that the operations of the Respondent are in and affect commerce within the meaning of Section 2(6) and (7) of the Act.

<sup>3</sup> *Ready Mixed Concrete & Materials, Inc.*, 122 NLRB 318-320

## II. THE UNFAIR LABOR PRACTICES

The Union, concededly a labor organization within the meaning of Section 2(5) of the Act, some time in November 1961 solicited employees of the Respondent to become its members. About December 11 or 12, Robert Brickman spoke to the employees at Brickman 1, telling them that he had heard of the organizing effort and that they could become union members if they desired. Brickman told the employees that he thought he had treated them pretty well over the years and had done things for them not ordinarily to be expected of an employer. In his testimony, Brickman explained that he had frequently lent some sums of money to the employees at Brickman 1, and at the other laundries, had aided employees faced with garnishment proceedings, and in general had attempted to assist them in such difficulties. Mary Segura, then an employee at Brickman 1, testified that Brickman on this occasion said he had often helped the employees in matters of loans but that they should not expect such aid from him in the future. On December 13, employee Gene Puga, according to Brickman, told Brickman that he had signed a card for the Union while he was intoxicated and that he desired to withdraw his application for membership. Obligingly Brickman had his secretary type a withdrawal request which Puga promptly signed. Mary Segura reflecting, she testified, that unless she withdrew from the Union she would lose a source of financial relief in Brickman, followed Puga's example. Two other employees also signed the withdrawal request.

About December 27, according to Robert Brickman, James King, manager of Wash Well 2, said that a number of employees there had inquired of him about how they might withdraw from the Union. Brickman supplied King with the same form of withdrawal request that had been signed by employees at Brickman 1. When he received this, King testified, he gave it to an employee at Wash Well 2, Mattie Hunter, who had asked him how she might get out of the Union. According to King, Hunter signed the paper and then passed it around to other employees. King told the employees on this occasion that they had a right to join the Union if they wanted to and that they were not required to sign a withdrawal. Barbara Duvo testified that King said that although he had nothing against unions, the one attempting to organize the laundry employees was not a good one. King told the employees, still according to Duvo, that Robert Brickman would not tolerate a union, that a result of joining would be that Brickman would put up a "false front" and abandon dry cleaning, and that many would be out of work. Duvo signed the request. Georgia Gustin testified that she didn't pay much attention to what King said although she signed the withdrawal request. She did recall, however, that King said "he was going to send the clothes out to the other place." Mildred Gipson testified that King said that the employees could sign the withdrawal request if they cared to but that he went on to say that Robert Brickman would rather do the work at one store than have the Union come in. Mattie Hunter testified that King told her sometime prior to December 27 that rumors about a union had come to him and asked Hunter if she had joined. Hunter answered that she had and inquired if King knew of any way that she could get out of the Union. Later on King gave her the withdrawal request, and Hunter was the first to sign. King asked her, Hunter testified, to tell the other employees that they could sign it or not, as they desired.

Based upon my observation of the demeanor of the several witnesses in respect to the words spoken by Robert Brickman and James King in connection with the withdrawal request, I am convinced and find that Segura, Duvo, Gustin, Gipson, and Hunter testified truthfully in attributing to Robert Brickman or James King, as the case may be, the words set forth in their several testimonies. Segura and Duvo in particular, I thought, demonstrated a forthrightness which made their testimony convincing. Both Brickman and King, on the contrary, were evasive. I find that, about December 11 or 12, Robert Brickman told employees at Brickman 1 that membership in the Union would signal an end to the benevolent practice of giving them financial assistance and that he thus encouraged employees to withdraw from the Union. I find that on or about December 28, James King suggested to employees that if the Union came in, unemployment would result and that Robert Brickman would close some one or more of the laundries. This, I find, was calculated to encourage employees to withdraw from the Union as many of them thereupon did. By the threats to discontinue benefits<sup>4</sup> and to close a portion of the business, and in that context by aiding employees to withdraw from the Union,<sup>5</sup>

<sup>4</sup> *English Mica Company*, 92 NLRB 766, 767

<sup>5</sup> *Shelly Gordon and Palmer Gordon, partners d/b/a Lakeland Cement Company*, 130 NLRB 1365, 1366

the Respondent interfered with, restrained, and coerced employees in the exercise of rights guaranteed in Section 7 of the Act and thereby violated Section 8(a)(1) of the Act.

Gilbert Lopez worked as laundryman at Wash Well 2 for nearly 6 years. On November 29, 1961, he asked King for a raise, and was told that there was no probability of receiving it. On this occasion, according to King, Lopez said that he would quit and, still according to King, placed the date for leaving as some time in February 1962. Lopez denied that he said anything about quitting his job and testified that although he had several months earlier looked about for other work, in late November he was not actively seeking and had no prospect of another job. Lopez had, however, been one of two employees active in soliciting members for the Union. On December 1, according to Mary Segura, King asked her if she was connected with the Union. Segura answered that she was; that she had talked with Lopez on the telephone about it. King did not deny that he questioned Segura about the Union and conceded that she said Lopez "might be in the Union." King testified that he considered this to be no more than a rumor and thought little of it.

At the close of the workday on December 22, King told Lopez that he was discharged. According to King, Lopez, although a highly capable laundryman, had in the past several months evidenced a disinterest in his work with the result that he did not perform it to King's entire satisfaction. King explained that January and February were the busiest months at Wash Well 2 and that he could not sensibly expose the business to the possibility of being without a laundryman in such a period. Learning that Jerry McArter, an employee at Wash Well 1, was dissatisfied with his job there, and in the belief that McArter with some additional training could take over the work performed by Lopez, he discharged Lopez and arranged for McArter to replace him, fearing that delay might operate disadvantageously; McArter might find other employment and thus be unavailable for transfer. King testified that he arranged with David Brickman at Wash Well 1 and cleared the matter with Robert Brickman before discharging Lopez and arranging for his replacement by McArter. King denied that any consideration of union membership or activity played any part in the decision to discharge Lopez.

As has been said, Lopez denied in his testimony that he made any mention of quitting to King on November 29. I am not wholly convinced that Lopez' recollection is entirely accurate in this particular. It seems not unlikely that when the requested raise was denied to him that Lopez might well have said that he would have to find a better paying job in order to support his family.<sup>6</sup> On December 22, according to Lopez, King said that he had been talking to Robert Brickman and that Brickman was "so damned mad he was jumping that high" (here the witness indicated with his arm a distance of about 30 inches from the floor) because he had discovered what Lopez was doing. Lopez asked King when he was to leave the job, and King answered "immediately," commenting that it was bad to discharge a man just before Christmas but that Brickman thought only of his own pocketbook. King then asked Lopez what kind of a job he would like to get. Lopez answered that just about anything that paid union wages. King said that unions were "a bunch of crooks" and suggested that Lopez might find work as a guard at a missile site. King went on to say that he was going to call a friend of his who might assist Lopez in finding work. Leaving the plant,<sup>7</sup> Lopez went to the Union's office and, at the suggestion of a union representative, telephoned King and said that he had to give a reason for discharging in order to get some unemployment benefits. According to Lopez, King said, "Well, Gil, you know what you've done." Lopez asked if it was because of the Union and King answered equivocally "Well, you know what position I am in, I can't say yes or I can't say no." King then asked if Lopez would be home on Sunday and said that he would attempt to find work for Lopez.

David Brickman testified that the arrangement to transfer McArter from Wash Well 1 to Wash Well 2 was made shortly before it took place. Indeed, McArter left Wash Well 1 before any replacement for him there had been arranged, with the result that David Brickman found it necessary to work as a laundryman there for about a week. Then a new employee to take over this job was hired. When it is

<sup>6</sup> Virginia Scott, an employee at Wash Well 2, and David Brickman both testified that King told them in late November that Lopez had expressed an intention to quit.

<sup>7</sup> Lopez was delayed in leaving Wash Well 2 because his final check had not been prepared. The amount due to him was calculated at Respondent's main office at Brickman 1 and sent over by a driver to Wash Well 2. This circumstance suggests that the discharge had not been decided upon until late in the afternoon of December 22. Otherwise it seems probable King would have had the check at hand at the time he told Lopez of the termination.

considered that Lopez was discharged on a Friday before he had finished his normal workweek of 6 days and that McArter was brought in to take his job at a time when no replacement for McArter had been obtained, it becomes obvious that the discharge was made precipitately. If the Respondent and King had been concerned with the possibility that Lopez might quit in February, leaving them without a laundryman, it is obvious that the discharge would not have taken place as it did. Surely if McArter was regarded as a desirable replacement, an arrangement would have been made to bring in a substitute for him at Wash Well 1 before making the transfer. I am convinced and find that Lopez testified truthfully and accurately concerning his final conversation with King on the occasion of his discharge. The graphic description he attributed to King of Robert Brickman's reaction to what Lopez "was doing" is believed. I also credit Lopez in his account of the subsequent telephone conversation with King in which the latter failed to deny that considerations of union activity motivated the discharge. It is of course obvious then that the Respondent did not on December 22 have any belief that Lopez had other employment in view. The somewhat apologetic offer of King to assist Lopez in such a quest is evidence that King was aware that Lopez had no employment prospect. Considering Respondent's opposition to the possibility of having the Union represent its employees, the circumstances surrounding Lopez' discharge, including the timing, and the angry reaction of Robert Brickman to Lopez' actions, I find that Lopez was discharged on December 22 because of a well-founded belief on the part of the Respondent that he was an employee active in promoting the interests of the Union.

I find that by the discharge of Lopez on December 22, the Respondent discouraged membership in and activity in behalf of the Union and that it thereby violated Section 8(a)(3) and (1) of the Act.

### III. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The operations of Respondent described in section I, above, in connection with the unfair labor practices described in section II, 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.

### IV. THE REMEDY

Having found that the Respondent violated the Act in certain particulars, it will be recommended that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent has discriminatorily discharged Gilbert Lopez, it will be recommended that it offer to him full and immediate reinstatement to his former or substantially equivalent position at Wash Well 2 and that he be made whole for any loss of pay from December 22, 1961, the date of his discharge, to the date of offer of reinstatement less his net earnings during that period. Backpay shall be computed on a quarterly basis in the manner established by the Board in *F. W. Woolworth Company*, 90 NLRB 289.

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. Wash Well 1, Wash Well 2, Wash Well 3, Brickman 1, and Brickman 2 constitute a single employer within the meaning of Section 2(2) of the Act.

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

3. By discharging Gilbert Lopez on December 22, 1961, the Respondent has discouraged membership in a labor organization and has thereby engaged in unfair labor practices within the meaning of Section 8(a)(3) of the Act.

4. By the discharge, by threatening to withdraw employee benefits, by warning employees of possible shutdown and unemployment, by questioning the employees in connection with their union membership or interests, and in that context aiding employees to withdraw from the Union, the Respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act and has thereby engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

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

## RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, I recommend that Wash Well No. 2, Inc., Wash Well No. 3, Inc., Wash Well of Tucson, Inc., Brickman Cleaners and Laundries, Inc., and Robert Brickman Laundry and Dry Cleaners, Inc., all of Tucson, Arizona, their officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Laundry, Dry Cleaning & Dye House Workers International Union, Local 200, or in any other labor organization of their employees, by the discriminatory discharge of any of their employees or by discriminating in any other manner in regard to hire or tenure of employment or any term or condition of employment.

(b) Threatening to withdraw benefits or to lessen work opportunity, or questioning employees concerning their interest in the Union or in any other labor organization, or in such context aiding employees to withdraw from the Union, or in any other manner interfering with, restraining, or coercing employees in the exercise of the right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

2. Take the following affirmative action which I find will effectuate the policies of the Act:

(a) Offer Gilbert Lopez immediate and full reinstatement to his former or substantially equivalent position at Wash Well 2, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay he may have suffered by reason of the discrimination against him in the manner set forth in the section of this report entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary or useful to an analysis of the amount of backpay due under the terms of this Recommended Order.

(c) Post at the several locations where employees of the Respondent are employed, copies of the attached notice marked "Appendix."<sup>8</sup> Copies of said notice, to be furnished by the Regional Director for the Twenty-eighth Region, shall, after being duly signed by a representative of the Respondent, be posted by it for a period of 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for the Twenty-eighth Region, in writing, within 20 days from the date of receipt of this Recommended Order, what steps have been taken in compliance.<sup>9</sup>

It is recommended that unless on or before 20 days from the date of receipt of this Recommended Order the Respondent notifies the said 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.

<sup>8</sup> In the event that this Recommended Order be adopted by the Board, the words "A Decision and Order" shall be substituted for the words "The Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order be enforced by a decree of a United States Court of Appeals, the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "Pursuant to a Decision and Order."

<sup>9</sup> In the event that this Recommended Order be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

## APPENDIX

## NOTICE TO ALL EMPLOYEES

Pursuant to the recommended order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT discourage membership in Laundry, Dry Cleaning & Dye House Workers International Union, Local 200, or any other labor organization, by discharging employees, or by discriminating against them in any other manner in regard to their hire, tenure of employment, or any term or condition of employment.

WE WILL offer Gilbert Lopez immediate and full reinstatement to his former or substantially equivalent position at Wash Well 2, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay suffered by reason of his discharge.

WE WILL NOT by threatening to discontinue benefits or to close some portion of the laundry operations or by interrogations or in such context by aiding employees to withdraw from the Union, or in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to join or assist the above-named Union or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

WASH WELL NO. 2, INC., WASH WELL NO. 3, INC.,  
WASH WELL OF TUCSON, INC., BRICKMAN CLEANERS  
AND LAUNDRIES, INC., AND ROBERT BRICKMAN LAUN-  
DRY AND DRY CLEANERS, INC.,

*Employer.*

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

NOTE.—We will notify the above-named employee presently serving in the Armed Forces of the United States of his right to full reinstatement upon application in accordance with the Selective Service Act after discharge from the Armed Forces.

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 Resident Office, 230 North First Avenue, Federal Bldg., Phoenix, Arizona, Telephone Number, 261-3717 if they have any question concerning this notice or compliance with its provisions.

**Savoy Leather Mfg. Corp. and International Leather Goods,  
Plastics & Novelty Workers' Union, AFL-CIO. Case No.  
1-CA-3755. October 24, 1962**

### DECISION AND ORDER

On July 27, 1962, Trial Examiner James V. Constantine issued his Intermediate Report in the above-entitled proceeding, finding that 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 attached Intermediate Report. The Trial Examiner also found that the Respondent had not engaged in another certain unfair labor practice, and recommended that the complaint be dismissed with respect to such allegation. Thereafter, the General Counsel filed exceptions to the Intermediate Report and a supporting brief, which were concurred in by the Charging Party.

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].