

tional Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purposes of collective bargaining or mutual aid or protection, or to refrain from any or all such activities, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

WE WILL offer to the employees named below immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of pay suffered as a result of the discrimination against them

George Heidish  
Edward Kobb  
Francis Justice

Fred A. Kerr  
Bernard Ward  
William Lurie

All our employees are free to become, remain, or refrain from becoming or remaining members of any labor organization except to the extent that this right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act.

CITY YELLOW CAB COMPANY  
AND G.I. CAB COMPANY,  
*Employer.*

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

NOTE.—We will notify the above-named employees if presently serving in the Armed Forces of the United States of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

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

Employees may communicate directly with the Board's Regional Office, 720 Bulkley Building, 1501 Euclid Avenue, Cleveland 15, Ohio, Telephone No. Main 1-4465, if they have any question concerning this notice or compliance with its provisions

**Local 102, International Ladies Garment Workers Union, AFL-CIO and Henry Rosenfeld, Inc., and Jerry Gilden Fashions, Inc. Case No. 22-CC-183. October 9, 1963**

**DECISION AND ORDER**

On February 28, 1963, Trial Examiner Ivar H. Peterson issued his Intermediate Report in the above-entitled proceeding, finding that the 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. Thereafter, Respondent filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the Board has delegated its powers in connection with this case to a three-member panel [Members Leedom, Fanning, 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 the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

The Board adopts the Recommended Order of the Trial Examiner.

## INTERMEDIATE REPORT AND RECOMMENDED ORDER

### STATEMENT OF THE CASE

Upon a charge filed October 5, 1962, and amended October 15, by Henry Rosenfeld, Inc., and Jerry Gilden Fashions, Inc. (herein called Rosenfeld and Gilden, respectively, and occasionally referred to jointly as Rosenfeld), the General Counsel of the National Labor Relations Board, by the Regional Director for the Twenty-second Region, issued a complaint on October 31, 1962, alleging that Local 102, International Ladies Garment Workers Union, AFL-CIO (herein called the Union or Respondent) had engaged in certain secondary boycott activities violative of Section 8(b)(4)(i)(B) and (ii)(B) of the National Labor Relations Act, as amended. In general, the complaint alleged that the Respondent, by picketing Rosenfeld's New Jersey facilities, and by other means, induced and encouraged individuals employed by Rosenfeld and other named persons engaged in commerce or in an industry affecting commerce to engage in a strike or refusal to perform services, and threatened, restrained, and coerced Rosenfeld and other named persons, with an object being to force and require (a) "Rosenfeld to cease doing business with" Max Zall, d/b/a B & Z Trucking Company (herein called B & Z), and (b) other named persons and employers "doing business with Rosenfeld to cease doing business with Rosenfeld for the purpose of forcing and requiring Rosenfeld to cease doing business with B & Z." The Respondent, in its answer, denied the commission of any unfair labor practices.

Pursuant to notice, a hearing was held before Trial Examiner Ivar H. Peterson in Newark, New Jersey, on January 22, 1963. All parties were represented by counsel and participated in the hearing. At the conclusion of the hearing counsel for each of the parties presented oral argument. Counsel for the General Counsel and the Respondent have filed briefs, which have been considered. The motion of the Respondent to dismiss the complaint, made at the close of the hearing, was taken under advisement and is disposed of in accordance with the findings and conclusions below.

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

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE EMPLOYERS INVOLVED

Henry Rosenfeld, Inc., with its principal office and manufacturing facility in New York, is engaged in the manufacture of ladies' dresses. During 1962 it shipped goods from its New York facility to points outside the State of New York valued in excess of \$1 million. Jerry Gilden Fashions, Inc., is also engaged in the manufacture of ladies' dresses, with its principal manufacturing facility located at 6303 Hudson Avenue, West New York, New Jersey. During 1962 it shipped from its New Jersey facility to points outside the State of New Jersey goods valued in excess of \$1 million. The operations of the two concerns are directed by Henry Rosenfeld, who is president of Henry Rosenfeld, Inc., and chairman of the board of Jerry Gilden Fashions, Inc. A common labor policy for the two concerns, formulated by Henry Rosenfeld, is administered by Kirt Shadoff, secretary of Gilden and general manager of Rosenfeld. The two have a common showroom at the New York premises and, since about September 17, 1962, have maintained integrated shipping and receiving facilities at the New Jersey establishment. I find that Rosenfeld and Gilden constitute a single employer within the meaning of Section 2(2) of the Act and are engaged in commerce within the meaning of Section 2(6) and (7) and Section 8(b)(4) of the Act.

Vassar Manufacturing Company, of Poughkeepsie, New York, and Jean Fashions, Inc., of Paterson, New Jersey, are contractors who perform certain manufacturing operations of Gilden. The annual value of Vassar's services for Gilden exceeds \$100,000; those of Jean Fashions are in the neighborhood of \$50,000 per year. I find that Vassar and Jean Fashions are engaged in commerce or in an industry affecting commerce, within the meaning of Section 2(6) and (7) and Section 8(b)(4) of the Act.

Garment Carriers, Inc.; Nathan Hoffman, d/b/a Hoffman's Express, Rose Hoffman, Administratrix; Railway Express Agency, Inc.; and Imperial Trucking Company, are

common carriers engaged in the transportation of freight to, between, and through various States of the United States. Each of them, I find, is engaged in commerce within the meaning of Section 2(6) and (7) and Section 8(b)(4) of the Act.

Max Zall, d/b/a B & Z Express Company, herein called B & Z, is a common carrier, whose business in interstate commerce exceeds \$100,000 per year. B & Z is, I find, engaged in commerce within the meaning of Section 2(6) and (7) and Section 8(b)(4) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Local 102, International Ladies Garment Workers Union, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The facts*

Prior to about September 17, 1962, Rosenfeld had maintained shipping and receiving facilities at the New York premises, where it used the trucking services of Ideal Trucking Co., herein called Ideal. Gilden, prior to September 17, 1962, had its separate shipping and receiving facilities at its New Jersey premises, and for years had utilized the trucking services of B & Z. On September 17 the separate shipping and receiving departments of Rosenfeld at the New York establishment were discontinued and consolidated with the comparable Gilden facilities in New Jersey. With this consolidation of facilities, the services of Ideal were terminated and all such services were assigned to B & Z. As a result, four employees of Ideal, members of the Respondent Union, lost their jobs, and the chain of events with which we are here concerned was set in motion.

On September 19, George Irvine, admittedly a representative of the Respondent, met with General Manager Shadoff at the New York premises of Rosenfeld. According to Shadoff, Irvine "wanted to know if we were going to continue to use Ideal Trucking" and, referring to the fact that Ideal had released four men because of the loss of the Rosenfeld account, stated "that this matter had to be straightened out, or else he would have to taken action." In response to Shadoff's inquiry as to the action contemplated, Irvine said he would take whatever action was deemed necessary. Later in the day, Hyman Krubit, of Ideal Trucking, came to see Shadoff and "asked why we had moved." Shadoff replied that Ideal's prices were too high and stated that "there is not very much we can do about" the loss of employment by Ideal's men.

Irvine's account of his conversation with Shadoff differed from that of the latter. He testified on direct examination that he had been assigned by Herbert Sherman, then manager of Respondent,<sup>1</sup> to investigate the layoff of four members by Ideal Trucking. He first went to the Gilden premises and was referred to the New York address of Rosenfeld. There he met Shadoff, to whom he "explained the situation"; Shadoff, he testified, replied, "That's no problem. That can be straightened out," whereupon Irvine left. Irvine returned the following day and again saw Shadoff. On this occasion Shadoff, according to Irvine, suggested that Irvine get in touch with Krubit of Ideal. Irvine demurred, saying that it was not his problem to get in touch with the truckman, and that Shadoff should do so. Irvine testified that Shadoff then asked him to arrange a meeting with the truckman, which Irvine did. Later Krubit came to the union office and reported that he had spoken to Shadoff and that Shadoff, in Irvine's words, "had agreed that everything would be straightened out, that he [Shadoff] would begin using Ideal Trucking . . . the next morning."

On cross-examination, Irvine testified as follows:

Q. (By Mr. COOLEN.) Mr. Irvine, when you related a series of discussions you had with Mr. Shadoff at the beginning of this problem, and you say you explained the situation to him will you tell me what you explained to him in your own words?

A. What I explained to him?

Q. Tell me what you told him

A. . . . I told him that four of our members had been laid off due to this switch from New York to New Jersey.

\* \* \* \* \*

Q. What did you want him to do?

A. I wanted him to straighten the problem out. All I was interested in was the four members.

<sup>1</sup> At the time of the September events Irvine was an agent of Respondent Local 102. Sherman died some weeks before the hearing and Irvine became acting manager of Respondent.

Q. Did you tell him what you wanted him to do?

A. No, he suggested to me, "Why don't you send the truckman up here?"

I said to him, "Why don't you call the truckman?"

He said, "Will you call him for me, please."

I said, "All right." I called the truckman and said Mr. Shadoff would like to see you.

I wasn't there when they met.

Shadoff's account of his separate meetings with Irvine and Krubit on September 19 is not only more direct but impresses me as more plausible, especially in the light of the events which immediately followed, and I accept it. Irvine made it clear to Shadoff that he wanted Rosenfeld to resume using the services of Ideal, and stated that if steps were not taken by Rosenfeld to remedy the situation resulting in the loss of employment by four Ideal employees, members of the Union, the Respondent would take whatever action it deemed necessary. Although Irvine testified that Krubit advised him that Shadoff had agreed to resume using Ideal's services, I find that no such arrangement was in fact made.

On Monday morning, September 24, Irvine and two other agents of the Respondent appeared at Rosenfeld's New Jersey premises and began picketing, without signs or placards, at the loading dock. The pickets told truckmen coming to the dock that Rosenfeld, by the move from New York to New Jersey, had caused four union members to lose their jobs, and urged the drivers not to cross the picket line.

Allan Arsenault, the one truckdriver directly employed by Gilden, was accosted by Irvine and his associates the morning of September 24 as Arsenault approached the Gilden premises after parking Gilden's truck on the side of the driveway. Irvine asked Arsenault if he were the driver for Gilden and, after Arsenault acknowledged that he was, said, "Don't take anything out today." Another of the pickets, whom Arsenault did not identify, added, in Irvine's presence, "Don't take any packages out either." When Arsenault inquired what the difficulty was, Irvine replied, "There is a dispute between the truckmen, 102 truckmen." Arsenault reported the incident to Sheldon Goldberg, Gilden's traffic manager, who telephoned Shadoff at the New York plant.

Shadoff arrived at the New Jersey premises about 10 o'clock the morning of September 24. Irvine and the other two pickets were standing in the driveway and, so Shadoff testified, "were stopping all trucks coming in." One of the trucks stopped was that of Garment Carriers. Shadoff heard Irvine tell the driver of Garment Carriers' truck that a strike was in effect and that the driver should not pass the picket line.<sup>2</sup>

Also on September 24, according to Shadoff, Irvine and another picket approached the driver of a Railway Express truck in the driveway, after the truck had been loaded with packages, and told the driver that he could not take the packages out and that he should call his local union. The driver and Irvine left; shortly thereafter the driver returned, removed the packages from his truck, and left.

Goldberg, Gilden's traffic manager, observed Irvine on the morning of September 24 stop the driver of an Imperial Trucking Co. truck as he was pulling into the alleyway and a moment or two later the driver pulled away. Goldberg did not hear the conversation, if any, between the driver and Irvine.

On either September 24 or the following day, Irvine approached the driver of Vassar, one of the contractors that performed work for Rosenfeld, as he started to get out of his truck after backing it in to the Gilden platform. Irvine asked if he were a union member, to which the driver replied in the affirmative, and then said that the establishment was on strike and he should not bring anything in but should return it. Goldberg who witnessed the incident, urged the driver to check with his union representative before taking his load away. The driver and Irvine left for a few moments; when he returned, the driver told Goldberg "that his union delegate told him to take the goods back"; the driver then drove away without unloading.

Charles Barch, secretary and treasurer of Jean Fashions, Inc., testified that late in September or early October he went with his driver to the Gilden premises. He was approached by Irvine and told that "there was a strike going on" and that he should not pass the picket line. Barch told Irvine and his associates that if a strike was on

<sup>2</sup> Fred Discarfano, vice president of Garment Carriers, testified that on this occasion he was driving his concern's truck because his driver was "laid up" for a couple of days. Charlie Gulotti, president of Garment Carriers, accompanied him. Discarfano was told by the pickets that a strike was in effect and no deliveries were to be made. He drove around the block, came back later, and made his delivery.

he did not wish to cross the line and get into any trouble, so he would not pull through any more. That day, however, he unloaded the merchandise on the truck.<sup>3</sup>

Abraham Hoffman, employed as a driver by Hoffman's Express sometime early in October, was stopped by Davis, one of the pickets, after he had backed his truck up to the loading platform, who told him that a strike was in progress and that he should not deliver to the Gilden premises.

Max Zall, the sole proprietor of B & Z, testified that early during the dispute one of his drivers came from Gilden's and told him "there was a picket line there without signs." Zall went to the premises, saw Irvine and the two other union agents there, and was informed that a strike was on and that he should not try to bring a truck in or out of the premises. Zall, so he testified, "just ignored what they said" and "took my truck and pulled out the 10 or 15 packages that were ready for me." He then was told by the pickets. "You can't do this. Tomorrow you don't come in." Zall also testified that prior to the time picketing was enjoined about November 2, none of his employees entered the Rosenfeld premises to make pickups, but that he himself went in "on two or three occasions and took the work out myself."<sup>4</sup>

At a meeting on January 7, 1963, between representatives of Rosenfeld and representatives of the Respondent, attended by counsel for both parties, there was some discussion regarding possible methods of resolving the dispute. Irvine suggested that the work be returned to Ideal or that Ideal and B & Z share the work during a trial period. Counsel for Rosenfeld expressed satisfaction with the services of B & Z and an unwillingness to adopt either of the foregoing proposals. Nothing came of the discussion.

### B. Contentions and conclusions

The theory of the General Counsel, as set forth in the complaint and amplified in argument and brief, is that individuals employed by Rosenfeld, the common carriers, and the two contractors doing business with Rosenfeld (Vassar and Jean Fashions), were induced and encouraged by Respondent's picketing and related activities to engage in a strike or a refusal to perform services for their respective employers, and that an object of such inducement and encouragement was to force Rosenfeld to cease doing business with B & Z. The dispute, according to this theory, is principally with B & Z, because it was awarded the work theretofore performed by Ideal; Rosenfeld, its contractors, and the common carriers, are neutral or secondary employers.

The Respondent does not appear to dispute that its picketing constituted inducement and encouragement of employees of Rosenfeld and other persons within the applicable statutory language. It insists, however, that there is no support in the record, either by direct evidence or reasonable inference, for the view that an object of the Respondent's action in picketing Rosenfeld was to force Rosenfeld to cease doing business with B & Z. According to the Respondent, an inference cannot be drawn that the natural consequence of a demand to return the work to Ideal would be to take the work away from B & Z. Such an inference is impermissible, it argues, because there is no proof that B & Z had been Rosenfeld's only New Jersey carrier both before and after the consolidation, that B & Z had been the sole recipient of the Ideal work, or that the return of the work to Ideal would in some other way necessarily result in a loss to B & Z.

I find that the ultimate objective of the Respondent's picketing of Rosenfeld's New Jersey premises was to compel Rosenfeld to reengage the hauling services of Ideal and thereby effect the reemployment of the four members who lost their jobs with Ideal when Rosenfeld transferred its New York shipping and receiving operations to New Jersey. The attainment of this end necessarily would require Rosenfeld to cease utilizing the services of B & Z to the extent that work was awarded to Ideal. I am convinced and find that an object of the Respondent was to force Rosenfeld to take away from B & Z the additional hauling work that B & Z obtained as a result of the consolidation of shipping and receiving functions in the New Jersey plant and to re-

<sup>3</sup>Traffic Manager Goldberg testified to the same incident. According to his version, Barch "just backed the truck out and pulled away," and later "called us up and asked us to come take the goods from him, meet him with our own truck . . . because he wouldn't take a chance of coming in to us, he might endanger his future standing." I find it unnecessary to resolve the apparently conflicting accounts of Goldberg and Barch regarding Barch's actions immediately after being informed of the existence of a strike.

<sup>4</sup>It appears that approximately four of B & Z's employees, whom Zall referred to as "my original help" and who were used to haul garments, belonged to the Union and were covered by a contract between B & Z and the Union. B & Z's remaining employees were represented by a local of the Teamsters Union.

store that work to Ideal. That only a partial cessation of business with B & Z was sought is immaterial, for as the Court of Appeals for the Second Circuit observed in a closely analogous situation, "complete elimination of the company under attack is not necessary." *N.L.R.B. v. Local 294, International Brotherhood of Teamsters, etc. (Bonded Freightways)*, 273 F. 2d 696, 698, enfg. 121 NLRB 924. In furtherance of this object the Respondent, as more fully set forth above, picketed Rosenfeld's premises and induced and encouraged individuals employed by Rosenfeld, Railway Express, Imperial Trucking, Hoffman's Express, Vassar, and Jean Fashions to respect the Respondent's picket line and to refuse to perform their customary services for their employers, who I find are neutral or secondary employers, thereby violating Section 8(b)(4)(i)(B) of the Act. I further find that by the foregoing conduct, the Respondent violated Section 8(b)(4)(ii)(B) of the Act.

The Board's decisions in *Drivers and Chauffeurs Local Union No. 816, International Brotherhood of Teamsters (Montgomery Ward & Co.)*, 127 NLRB 1059, enfd. 292 F. 2d 329 (C.A. 2), cert. denied 368 U.S. 953, and *New Jersey Guards Union (Otis Elevator Company)*, 124 NLRB 1097, compel the conclusions that I have reached above. Although the Respondent argues that *Ward* is distinguishable, I find that on the facts and the law that decision is controlling. In that case, Ward had a contract with Metropolitan whereby Metropolitan furnished Ward with trucking services. Ward canceled its arrangement with Metropolitan and contracted with another carrier, Sidel, to furnish trucking services. As a result, two employees of Metropolitan lost their jobs, and thereupon the union picketed Ward. Metropolitan's employees were represented by the striking union, whereas Sidel's employees were represented by another union. The Board found that an object of the picketing was to force Ward to cease doing business with Sidel, and that Ward, a neutral employer, was entitled to the protection of Section 8(b)(4) of the Act. It is true that in *Ward* Sidel, prior to Ward's change of contractors, had not been doing business with Ward, whereas here B & Z had an existing relationship with Rosenfeld at the time it obtained the work previously performed by Ideal. Also, here the Respondent represented the garment hauling employees of B & Z, whereas in *Ward* a union other than the striking union represented Sidel's employees. These factual differences, in my opinion, are of no legal significance. In each instance the precipitating factor was the same, the substitution of one contract carrier for another, and an object of the striking union in each case was to force the secondary employer who effected the change in carriers to cancel the arrangement.<sup>5</sup>

Similarly in the *Otis* case, *supra*, Otis canceled its contract for plant protection services with Burns, and contracted with Nilsen for similar services. The guards furnished by Burns were represented by the union there involved, whereas the guards provided by Nilsen were unrepresented. The Board held that the picketing of Otis, in protest against the loss of employment by the guards furnished by Burns, was for the illegal objective of causing Otis to terminate its contract with Nilsen and reengage the services of Burns or some other contractor employing members of the striking union.

These decisions, I am persuaded, are dispositive of the issues in this proceeding and require the findings of violation of Section 8(b)(4)(i) and (ii)(B) made above.

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

The activities of the Respondent set forth in section III, A, above, occurring in connection with the business operations of the companies described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. THE REMEDY

Having found that the Respondent has engaged in unfair labor practices in violation of Section 8(b)(4)(i) and (ii)(B) of the Act, I shall recommend that it cease

<sup>5</sup> Referring to the fact that it represented B & Z's garment hauling employees, the Respondent suggests that it "would gain little if it provided work for its four laid-off members in New York [by causing Rosenfeld to reinstate Ideal] only to face the same problem with B & Z's laid-off workers in New Jersey." The record does not disclose whether the additional hauling work accruing to B & Z was or would have been performed by those of its employees represented by the Respondent or by those represented by the Teamsters. Under either possibility, it seems not illogical for the Respondent to prefer effecting the reemployment of the laid-off Ideal employees

and desist therefrom and take certain affirmative action designed to remedy the unfair labor practices and otherwise effectuate the policies of the Act.

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. Rosenfeld, Gilden, Hoffman, Railway Express, Imperial Trucking, Vassar, and Jean Fashions, Inc., are each employers within the meaning of Section 2(2) of the Act and engaged in commerce or in an industry affecting commerce within the meaning of Section 2(6) and (7) and Section 8(b)(4) 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 employees of Rosenfeld and other persons to engage in a strike or a refusal in the course of their employment to perform services for their respective employer; and by threatening, coercing, and restraining Rosenfeld and other persons, with an object, in either case, of forcing Rosenfeld to cease doing business with B & Z, 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 affect 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, it is recommended that the Respondent, Local 102, International Ladies Garment Workers Union, AFL-CIO, its officers, representatives, agents, successors, and assigns, shall:

1. Cease and desist from picketing the premises of Henry Rosenfeld, Inc., or Jerry Gilden Fashions, Inc., or in any other manner inducing or encouraging any individual employed by Henry Rosenfeld, Inc., Jerry Gilden Fashions, Inc., Vassar Manufacturing Company, Jean Fashions, Inc., Nathan Hoffman, d/b/a Hoffman's Express, Railway Express Agency, Inc., Imperial Trucking 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; or threatening, coercing, or restraining Henry Rosenfeld, Inc., or Jerry Gilden Fashions, Inc., or any other person engaged in commerce or in an industry affecting commerce, where, in either case, an object thereof is to force or require Henry Rosenfeld, Inc., or Jerry Gilden Fashions, Inc., to cease doing business with Max Zall, d/b/a B & Z Trucking Company.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Post in conspicuous places in Respondent's business offices, meeting halls, and all places where notices to members are customarily posted, copies of the attached notice marked "Appendix."<sup>6</sup> Copies of said notice, to be furnished by the Regional Director for the Twenty-second Region, shall, after being duly signed by Respondent's authorized representative, be posted by Respondent immediately upon receipt thereof and be maintained by it for 60 consecutive days. Reasonable steps shall be taken by Respondent 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 each of the employers named in the preceding paragraph who are willing, at all places where notices to their respective employees are customarily posted.

(c) Notify the said Regional Director, in writing, within 20 days from the date of receipt of this report, what steps the Respondent has taken to comply herewith.<sup>7</sup>

<sup>6</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 "A Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "A Decision and Order"

<sup>7</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 the Respondent has taken to comply herewith"

## APPENDIX

## NOTICE TO ALL MEMBERS OF LOCAL 102, INTERNATIONAL LADIES GARMENT WORKERS UNION, AFL-CIO, AND 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 you that:

WE WILL NOT establish or maintain a picket line at the premises of Henry Rosenfeld, Inc., or Jerry Gilden Fashions, Inc., at 6303 Hudson Avenue, West New York, New Jersey, nor in any other manner induce or encourage any individual employed by Henry Rosenfeld, Inc., Jerry Gilden Fashions, Inc., Vassar Manufacturing Company, Jean Fashions, Inc., Nathan Hoffman, d/b/a Hoffman's Express, Railway Express Agency, Inc., or Imperial Trucking 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 their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, materials, articles, or commodities, or to perform any services, nor will we threaten, coerce, or restrain Henry Rosenfeld, Inc., or Jerry Gilden Fashions, Inc., or any other person engaged in commerce or in an industry affecting commerce, where in either case, an object is to force or require Henry Rosenfeld, Inc., or Jerry Gilden Fashions, Inc., to cease doing business with Max Zall, d/b/a B & Z Trucking Company.

LOCAL 102, INTERNATIONAL LADIES GARMENT WORKERS UNION, AFL-CIO,  
*Labor Organization.*

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

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

Employees may communicate directly with the Board's Regional Office, 744 Broad Street, Newark 2, New Jersey, Telephone No. Market 4-6151, if they have any question concerning this notice or compliance with its provisions.

**Sunbeam Plastics Corporation and International Brotherhood of Operative Potters, AFL-CIO. Cases Nos. 25-CA-1590 and 25-CA-1615. October 10, 1963**

DECISION AND ORDER

On May 17, 1963, Trial Examiner Thomas F. Maher 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. He also found that the Respondent had not engaged in certain other alleged unfair labor practices and recommended dismissal of these allegations of the complaint. Thereafter, the Charging Union and the General Counsel filed exceptions to the Intermediate Report and supporting briefs. Respondent filed no exceptions.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with these cases to a three-member panel [Members Leedom, Fanning, and Brown].