

APPENDIX

NOTICE TO ALL OUR MEMBERS AND THE MEMBERS OF OTHER LOCALS OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO, AND TO ALL EMPLOYEES AND PROSPECTIVE EMPLOYEES OF STOP & SHOP, INC.

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, as amended, we hereby notify you that:

WE WILL NOT restrain or coerce employees or prospective employees of Stop & Shop, Inc., in the exercise of their rights guaranteed by Section 7 of the National Labor Relations Act as amended.

WE WILL NOT cause or attempt to cause Stop & Shop, Inc., or any other employer, to discriminate against an employee or prospective employee in violation of Section 8(a)(3) of the Act.

WE WILL make Chester Smith and George D. Burnham whole for any loss of pay suffered by them as a result of their not being hired by Stop & Shop, Inc., on November 5, 1962.

CARPENTERS LOCAL #40, UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA, 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, Boston Five Cents Savings Bank Building, 24 School Street, Boston, Massachusetts, 02108, Telephone Number Lafayette 3-8100, if they have any question concerning this notice or compliance with its provisions.

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Allied Beverage Distributing Co.; Mack Distributing Company; Hi-State Beverage Co.; The Columbus Distributing Co.; August Wagner Breweries, Inc.; Fifer Distributing Co., Inc.; Mid-Ohio Distributing Co.; York Beer Distributors, Inc; Scioto Beverages Co.; Imperial Beer Distributors, Inc.; Hill Distributing Co.; Capitol Beverage Distributing Co.; Ambassador Distributing Co.; Fay Distributing Co.; and The Perfecto Distributing Co. *and* Truck Drivers Union, Local No. 413, affiliated with The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Petitioner. *Case No. 9-RC-5279. June 26, 1963*

DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before Mark M. Reynolds, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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

Upon the entire record in this case, the Board finds:

1. The Employers are engaged in commerce within the meaning of the Act.

2. The labor organizations involved claim to represent employees of the Employers.

3. No question affecting commerce exists concerning the representation of employees of the Employers within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act, for the following reasons:

Columbus Beer Distributors Association, herein called Columbus Association, has for many years represented its 15 employer-members in bargaining with the Intervenor, Brewery Workers Local Union No. 47 and International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America, AFL-CIO, for all the employees of these Employers. The most recent contract was effective until April 1, 1963.

On January 29, 1963, the Petitioner filed a petition naming Ohio Brewers Association, herein called Ohio Association, as the employer, and requesting an election in a unit of drivers and certain other categories employed by the members of that Association. Copies of the petition were mailed to Robert Krier, secretary of the Ohio Association, and to nine companies. On the same day, the Petitioner sent letters to the nine companies claiming to represent certain of their employees. All of these nine companies were members of the Columbus Association; only one, however, was also a member of the Ohio Association. Krier had at one time been secretary of the Columbus Association, but resigned that position in May 1961.<sup>1</sup>

On February 6, 1963, the Petitioner filed an amended petition, which designated the same nine companies and six others as the Employers, but designated no association. The 15 companies named in the amended petition comprise the entire membership of the Columbus Association. Although the parties disagree as to the composition of the appropriate unit, they agree, and we find, that only a multi-employer unit covering these 15 companies is appropriate.

The Intervenor contends that the amended petition is a new petition naming a different employer and that, as it was filed within the 60-day insulated period, it is untimely and should be dismissed. The Employers take no position as to the timeliness of the petition, but stated at the hearing that they are willing to negotiate a new collective-bargaining agreement with whatever union is certified by the Board.

The Ohio Association, named in the original petition, is a nonprofit association whose members consist of eight breweries located through-

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<sup>1</sup> During the hearing, Krier was retained to represent the Columbus Association in this proceeding.

out the State of Ohio. It was formed for the purpose of disseminating information, promoting public relations, and increasing the business of its members. Insofar as appears from the record, it engages in no collective bargaining.

The original petition herein named as the employer the Ohio Association, which was not the association contemplated by the Petitioner. The Columbus Association, which was contemplated, was not designated in the petition; nor did it receive notice thereof. Service of a copy of the petition on Krier did not constitute notice to the Columbus Association, as the petition was addressed to the Ohio Association of which he was the secretary, and made no reference to the Columbus Association, with which he had then had no official connection for over a year. Moreover, six members of the Columbus Association were not designated or served with notice of the original petition.

As a substantial number of the 15 employers who comprise the appropriate unit were neither named in nor notified of the petition, either directly or through an authorized agent, until the filing and service of the amended petition, we find that the filing date of the amended petition is controlling, and that, as it was filed within the 60-day insulated period immediately preceding the termination date of the existing contract, it was untimely.<sup>2</sup> Accordingly, we shall grant the motion of the Intervenors to dismiss the petition herein.<sup>3</sup>

[The Board dismissed the petition.]

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<sup>2</sup> *Deluxe Metal Furniture Company*, 121 NLRB 995, 1000, footnote 12; *The Evans Pipe Company, et al.*, 121 NLRB 15, 18; *The Baldwin Company*, 81 NLRB 927.

<sup>3</sup> In view of our disposition of this case, we find it unnecessary to pass upon the contentions as to the appropriateness of the unit requested by the Petitioner.

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**Como Plastics, Inc. and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, AFL-CIO.** Cases Nos. 25-CA-1480 and 25-RC-2094.  
June 26, 1963

### DECISION, ORDER, AND DIRECTION OF SECOND ELECTION

On June 26, 1962, Trial Examiner Thomas F. Maher issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the attached Intermediate Report. He also recommended that the objections to conduct affecting the results of election, which were filed by the Union in Case No. 25-RC-2094, be