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, as amended, we hereby notify our employees that:

WE WILL NOT refuse, upon request, to bargain collectively with Los Angeles Dress and Sportswear Joint Board, International Ladies' Garment Workers' Union, AFL–CIO, as the exclusive representative of our employees in the following appropriate unit:

All production and maintenance employees at our Los Angeles plant, including shipping and receiving department employees and truckdrivers, but excluding office clerical employees, guards, and supervisors as defined in the Act.

WE WILL NOT promise and/or unilaterally provide a group hospitalization or medical insurance plan in violation of Section 8(a)(1) of the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other 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 is affected by the proviso of Section 8(a)(3) of the Act.

WE WILL, upon request, bargain collectively with Los Angeles Dress and Sportswear Joint Board, International Ladies' Garment Workers' Union, AFL–CIO, as the exclusive representative of the employees in the appropriate unit with respect to rates of pay, wages, hours of employment, and other conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement.

All of our employees are free to become or remain, or to refrain from becoming or remaining, members of the above-named Union or any other labor organization.

MUTUAL INDUSTRIES, INC.,
Employer.

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.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, Eastern Columbia Building, 849 South Broadway, Los Angeles, California 90014, Telephone 688–5229.

Local 1205, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America *and* Island Coal and Lumber Corp.

Suffolk County District Council of Carpenters, AFL–CIO *and* Island Coal and Lumber Corp. *Cases 29–CP–20–1 and 20–2. June 21, 1966*

DECISION AND ORDER

On April 15, 1966, Trial Examiner Harry R. Hinkes issued his Decision in the above-entitled proceeding, finding that the Respondents had engaged in unfair labor practices within the meaning of Section 8(b)(7)(C) of the National Labor Relations Act, as

amended, and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision, and supporting brief. The Charging Party filed an answering brief.

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

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 Trial Examiner's Decision, the exceptions and briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

[The Board adopted the Trial Examiner's Recommended Order.]

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

On November 19, 1965, the General Counsel of the National Labor Relations Board by the Regional Director for Region 29 (Brooklyn, New York) issued the complaint in this proceeding pursuant to a charge in Case 29–CP–20–1 by Island Coal and Lumber Corp., herein called Island Coal, against Local 1205, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called Respondent 1205, and another charge in Case 29–CP–20–2 by Island Coal against Suffolk County District Council of Carpenters, AFL–CIO, herein called Respondent Carpenters. The complaint alleges that both Respondents picketed Island Coal, an object thereof being to force Island Coal to recognize and bargain with Respondents as the collective-bargaining representatives of Island Coal employees as well as to force the employees of Island Coal to accept and select the Respondents as their collective-bargaining representatives, in violation of Section 8(b)(7) of the National Labor Relations Act, as amended.

Pursuant to notice a hearing was held before Trial Examiner Harry R. Hinkes in Brooklyn, New York, on December 13, 1965. All parties were represented and were afforded full opportunity to examine witnesses and adduce relevant evidence. Oral argument was waived. Briefs were received from counsel for each of the parties. Upon the entire record in this case I make the following:

FINDINGS OF FACT

I. JURISDICTIONAL FINDINGS

Island Coal and Lumber Corp. is and has been at all times material herein a corporation duly organized under, and existing by virtue of, the laws of the State of New York. It is engaged in the sale and distribution, at wholesale and retail, of lumber, hardware, building supplies, and related products with its principal office and place of business at Route 112, Medford, county of Suffolk, State of New York. During the 12 months immediately preceding the issuance of the complaint, which period is representative of its annual operations generally, Island Coal derived gross revenues in excess of $500,000 in the course and conduct of its business. During the same period it purchased and caused to be delivered to its facilities in New York State various products and materials valued in excess of $50,000, which products had been transported directly from States of the United States other than the State of New York.

The complaint alleges, the Respondents admit, and I find that Island Coal and Lumber Corp. is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATIONS INVOLVED

The complaint alleges, Respondents admit, and I find that Respondent 1205 is and has been at all times material herein a labor organization within the meaning of Section 2(5) of the Act.

The complainant alleges, Respondents admit, and I find that Respondent Carpenters is and has been at all times material herein a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The issues*

The complainant alleges a violation of Section 8(b)(7) of the Act by the Respondents. That section of the Act makes it·

> . . . an unfair labor practice for a labor organization or its agents to picket or cause to be picketed or threaten to picket or cause to be picketed, any employer where an object thereof is forcing or requiring an employer to recognize or bargain with a labor organization as the representative of his employees, or forcing or requiring the employees of an employer to accept or select such labor organization as their collective bargaining representative, unless such labor organization is currently certified as the representative of such employees . . . . where such picketing has been conducted without a petition under section 9(c) being filed within a reasonable period of time not exceed thirty days from the commencement of such picketing: . . . . *Provided further,* That nothing . . . shall be construed to prohibit any picketing or other publicity for the purpose of truthfully advising the public . . . that an employer does not employ members of, or have a contract with, a labor organization, unless an effect of such picketing is to induce any individual employed by any other person in the course of his employment, not to pick up, deliver or transport any goods or not to perform any services.

Both Respondents admitted they were not and are not certified as representatives of Island Coal's employees. What must be determined is whether each of the Respondents picketed or caused to be picketed Island Coal with an object of forcing it to recognize a labor organization as representative of its employees or forcing its employees to accept such a labor organization as their representative, or whether the picketing was for the purpose of advising the public that the employer does not employ members of, or have a contract with, a labor organization. Furthermore was an effect of such picketing to induce any individual employed by any other person not to pick up, deliver, or transport any goods or perform services?

B. *The alleged unlawful conduct*

Island Coal maintains a retail lumberyard on Route 112 in Medford, Long Island, New York, where it does business with homeowners, building contractors, and others. It employs about 40 employees including 11 or 12 truckdrivers, 8 yardmen, 5 millmen or carpenters, 5 clerks, 7 office workers, and 3 estimators.

About 5 years ago a Mr. Brovarski, representing Respondent 1025, asked Clinton D Finger, Sr., the president of Island Coal, to sign a contract with the local. Mr. Finger declined Thereafter, until September 1965, there does not appear to have been any recognitional or organizational activity by either of Respondents with respect to Island Coal.

On September 29, 1965, Bostelman, an Island Coal truckdriver, was approached by Guy Salvio, a 1205 representative, while Bostelman was making a delivery in Huntington, Long Island. Salvio asked him, "How is chances of getting you guys to join up with us?" Bostelman told him the employees were satisfied and left. Shortly thereafter Bostelman met Salvio at another place. With Salvio was another man, John Barlow, whom Bostelman identified as an organizer for Local 1205. Salvio told Barlow, "This is the gentleman that I was talking to you about." Salvio then asked Bostelman about the number of trucks in the yard and how much Bostelman made. As Bostelman left, Barlow said, "We will get them eventually."

The next day, September 30, 1965, Guy Salvio stationed himself at Island Coal's main driveway shortly after 7 a.m. Island Coal opened for business at 7:30 a.m. Salvio carried a signed which read:

EMPLOYEES OF THIS ESTABLISHMENT
ARE NON UNION
LOCAL 1205 IBT–AFL
ASK THESE EMPLOYEES TO
JOIN WITH THEM FOR:
BETTER WAGES
BETTER WORKING CONDITIONS
JOB SECURITY

Within half an hour three more men joined Salvio. Two of the four men carried Respondent 1205's sign. The other two carried a sign which read:

NOTICE TO PUBLIC
CARPENTERS ON THIS JOB
ARE NOT PROTECTED BY
A COLLECTIVE BARGAINING AGREEMENT
SUFFOLK COUNTY DISTRICT COUNCIL
of CARPENTERS

All four pickets walked in front of Island Coal's main entrance on Route 112 which was used both by delivery trucks and customers. The picketing continued all day and ended about 5:30 p.m. when Island Coal closed for the day.

On the first day of the picketing, Salvio approached Anthony Salvo, an Island Coal lift-driver, at the front entrance where the trucks pulled in and asked him, "Why don't you let us organize you?" When Salvo told him that he was not interested, Salvio questioned Salvo about salaries and told him about organizational activities elsewhere.

On the same day Salvio also asked another Island Coal employee, Paul Carufel, if Carufel knew "if any of the guys wanted to join the Union." He also asked about Carufel's earnings. Salvio also approached another Island employee, Frank Hoefner, saying, "Why don't you organize? You will get more money."

The activity of the pickets was not confined to solicitation of Island Coal's employees. In addition to picketing in front of the main entrance of the Company on Route 112, picketing also took place at the Robinson Avenue entrance to the yard which is used for deliveries to Island Coal. Although the picketing was admittedly orderly, it was not silent nor was it passive. On September 30, 1965, a truck from Metropolitan Trucking Company pulled up to the main gate of Island Coal to make a delivery. Salvio jumped on the running board of the truck and spoke to the driver. The driver then completed the delivery. The next day both 1205 and Carpenters pickets approached the driver of a truck from the Rutzel Company as he stopped at the main gate to make a delivery. The driver then went into the office, made a phone call, and informed the Island Coal employees that he was not allowed to go in. He then drove away without making the delivery.

On October 2, 1965, three trucks of Henry Giorgi Company arrived at Island Coal with a delivery of lumber. Salvio and another man spoke to the drivers and went with them to a phone booth near the yard. The three drivers then made delivery to Island Coal. The fourth truck, however, stopped on Route 112 and after speaking with Salvio drove away without making delivery.

During the next week a Tompkins Bros. truck with a scheduled delivery was parked outside the yard. The driver was seen conversing with pickets. He then left without making a delivery. Similarly, on October 6, a delivery truck from United States Plywood stopped at the gate and then pulled away. After October 6, 1965 all trucks that came into the yard to deliver materials were stopped by the pickets. Some, but not all, completed their deliveries and then only after making a preliminary phone call.

After several days of picketing, the signs carried by the 1205 pickets were changed and their language modified to conform with that of the Carpenters' sign. The number of pickets also declined. At first there were usually two pickets, one carrying the 1205 sign and the other carrying the Carpenters' sign. In November, there was only one picket. When there was only one picket, he carried both signs having one over his chest and the other one on his back. The picketing did not always commence at 7 a.m. or even 7:30, when Island Coal opened for business, but on occasion commenced as late as 8:30 a.m. and would cease as early

as 4:30 p.m. In addition, pickets were observed taking pictures of the lumberyard and of the trucks arriving and making notes.

On December 3, 1965, after a full hearing pursuant to a petition filed by the Regional Director of the National Labor Relations Board, the United States District Court for the Eastern District of New York issued a temporary injunction against 1205 and the Carpenters. Thereafter the picketing ceased.

C. *The effect of the picketing*

Before September 30, 1965, Island Coal was receiving about 70 percent of its deliveries by truck and 30 percent by rail. The truck deliveries were made directly to its yard. The rail deliveries were made to a freight yard located two and a half blocks from Island Coal and unloaded by the Nestor & Palm Company. After September 30, 1965, about 50 percent of the Company's supplies were delivered in a different manner. Truck deliveries, instead of going into Island Coal's yard, were taken to other locations or to the rail siding. From these points, Island Coal used its own trucks and its own personnel to complete delivery to its yard.

Thus, prior to September 30, 1965, Island Coal had received their paint and hardware supplies by common carrier deliveries directly to its yard; after September 30, 1965, the two main shippers of these supplies, Long Island Motor Haulage and Pinter Bros., refused to make deliveries all or part of the time. As a result, Island Coal would pick up such supplies at the shipper's warehouse or at another lumberyard, traveling several miles to do so. Island Coal's supplies of certain lumber normally shipped by rail and delivered from the terminal by Nestor & Palm were, after September 30, 1965, for all but three carloads, delivered from the terminal by Island Coal's employees instead. United States Plywood, which formerly delivered its products directly to Island Coal's yard, stopped doing so after September 30, 1965. Similarly, bricks delivered by the Rutzel Trucking firm were picked up by Island Coal's trucks at the brick plant between September 30, and November 24, 1965, at which time Rutzel resumed deliveries to Island Coal. Island Coal's supply of dimensional lumber, its largest single category of purchases, was generally trucked to it by the Henry Giorgi Company from the Brooklyn docks. After the three deliveries of October 2 mentioned previously, Giorgi deliveries were made to other locations situated from 3 blocks to 20 miles from Island Coal's yard. Deliveries to the yard were then made by Island Coal's trucks. In addition, three or possibly four deliveries of millwork to Island Coal's yard by Verby Bros. in November 1965, were not made. Eastern Tile Company delivered to Island Coal only intermittently after picketing commenced. Goldberg, Kar Jams, Wood Co., Sturtevant, Tompkins, and other deliverers of material to Island Coal either stopped completely or made some deliveries to other points from which points Island Coal was required to transport such items to its yard.

Island Coal's sales for October and November 1965 were more than $50,000 below their sales for the similar months of 1964.

D. *Concluding findings*

Section 8(b)(7) of the Act makes recognitional or organizational picketing an unfair labor practice where it has been conducted without a petition under Section 9(c) being filed within a reasonable period of time not to exceed 30 days from the commencement of such picketing. Here the picketing lasted some 64 days and it is conceded that no petition under Section 9(c) has been filed. The time interval is, therefore, by definition, unreasonable.

Respondents contend that their picketing was informational in character and as such not within the scope of Section 8(b)(7). They point to the fact that the Carpenters' sign was addressed to the public as was Local 1205's sign after the first few days of picketing. 1205's sign at the outset was obviously oragnizational in soliciting the employees of Island Coal "to join with them for better wages, better working conditions, and job security." The mere fact that the wording of the sign was changed to appeal to the public does not necessarily indicate that there was a change in the objective of Local 1205. Thus, in *Local 3, IBEW (Jack Picoult d/b/a Jack Picoult)*, 144 NLRB 5, the Board held that the organizational objective of the Union was not dispelled by a change in its signs protesting substandard wages. Moreover, the new sign of Local 1205 conforming with that of the Carpenters was not sufficient to indicate the absence of a recognitional or organizational objective in the picketing. It should be noted that both signs notified the public that Island Coal was not unionized and that the workers were not "protected by a collective

bargaining agreement." As the Board stated in *Local Union 429, IBEW (Sam Melson d/b/a Sam Melson, General Contractor)*, 138 NLRB 460:

> We have held that a statement on a picket sign that an employer does not employ members of a labor organization clearly imports an object of organization, and that a statement on a picket sign that an employer does not have a contract with a labor organization clearly implies a recognitional and bargaining object.

I therefore find that the picketing engaged in by both Respondents was for a recognitional or organizational objective despite the fact that it was addressed to the public.

It is immaterial that neither Union approached Island Coal to secure recognition. In this connection, I disregard Local 1205's solicitation of Island Coal some 5 years ago as too remote in time to have any significance for the picketing in 1965. Moreover, such prior objective to force recognition does not necessarily preclude a labor organization from engaging in a lawful activity at a later time (*McLeod* v. *Chefs, Cooks, Pastry Cooks and Assistants, Local 89, etc. (Stork Restaurant)*, 280 F.2d 760 (C A. 2, 1960)). I turn, therefore, to a consideration of the 1965 activities, independent of the solicitation that took place 5 years earlier.

A recognitional or organizational objective can be found, absent any direct solicitation of the employer, if the picketing was focused upon the employees *qua* employees: *Philadelphia Window Cleaners and Maintenance Workers' Union, Local 125*, 136 NLRB 1104. That such was the case here cannot be doubted. In addition to the language of the signs, the behavior of the pickets makes the recognitional or organizational objectives clear. First, there is uncontradicted testimony of several Island Coal employees to the effect that agents of Local 1205 approached them and solicited them to join the Union. Second, if public information were the true object of the Respondents' picketing, it would be natural to expect some evidence of the pickets' active solicitation of the public and of the customers coming to Island Coal's place of business. The record, however, is completely devoid of such evidence. Instead, it is replete with instances of pickets actively soliciting drivers making deliveries to Island Coal thus conveying that "signal" to organized labor which Congress sought to curtail. *Local 3, IBEW (Jack Picoult) supra* Moreover, the presence of pickets at Island Coal's yard even before it opened for business is hardly consistent with an argument of informational picketing to the public. Furthermore, had informational picketing been the true objective it would be expected that the Respondents would take steps to prevent interruption of deliveries to Island Coal. The record contains no such evidence. Cf. *Retail Clerks Union Local 324 (Barker Bros. Corp.)* 138 NLRB 478. Finally, the place of the picketing is also significant. If, indeed, public information were all that Respondents sought, their picketing should have been confined to the public entrance of Island Coal. It was not, however, pickets being stationed not only at the main entrance of the Company but at other entrances where deliveries were made but customers were not expected.

I conclude, therefore, that the Respondents' picketing was only for recognition or organization of Island Coal employees and, being conducted without a petition under Section 9(c) being filed within 30 days, was violative of the Act as an unfair labor practice.

Assuming *arguendo* that the picketing of the Respondents had the dual purpose of recognizing the labor organizations or organizing Island Coal's employees as well as informing the public that Island Coal does not have a contract with a labor organization, thus coming within the second proviso of Section 8(b)(7)(C), the picketing is nevertheless an unfair labor practice if the effect of such picketing is to induce any individual employed by any other person not to pick up, deliver, or transport any goods. While it is true that isolated instances of curtailment of business or deliveries do not in and of themselves deprive a labor organization of its right to truthfully inform the public that employees are not unionized (*Thomas P. Graham* v. *Retail Clerks International Association, Local No. 57 (Hested Stores Co.)*, 188 F.Supp. 847 (D.C. Mont. 1960), *Ralph E Kennedy* v. *Retail Clerks Union Local 324 (Barker Bros. Corp.)*, 194 F.Supp. 131 (D.C.S. Calif. 1961), the record in this instance goes much further. The Board stated the criterion in *Barker Bros., supra*, 491 when it held:

> . . . the presence or absence of a violation will depend upon whether the picketing has disrupted, interfered with, or curtailed the employer's business.

The fact, therefore, that some suppliers failed to make deliveries to Island Coal may be inadequate to show a violation. The fact, however, that many suppliers

failed to enter Island Coal's yard and that 50 percent of Island Coal's supplies were affected by the picketing is more significant as is the fact that their sales dropped $50,000 during the picketing compared with a similar period in the previous year. Moreover, Island Coal was required to divert its own personnel and equipment from their usual functions to obtain deliveries by picking up supplies at other locations sometimes as distant as 20 miles from Island Coal's yard. To this extent it cannot be denied that the picketing compelled it to "modify its method of doing business with suppliers whose products were essential to its daily operations and that the picketing has disrupted and interfered with the Employer's business." *San Diego County Waiters and Bartenders Union Local 500 (Norburt, Inc., d/b/a Joe Hunt's Restaurant)*, 138 NLRB 470, 471 It should be noted that in the *San Diego* case the picketing compelled the employer to pick up his liquor supplies at suppliers' warehouses (the distance not indicated) and most of his other supplies only two blocks from him.

IV. THE REMEDY

Having found that Respondents have engaged in certain conduct proscribed by Section 8(b)(7) of the Act, it will be recommended that it cease and desist and take specific affirmative action as set forth below designed to 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. Island Coal and Lumber Corp. is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act

2 The Respondents are labor organizations within the meaning of Section 2(5) of the Act.

3. The Respondents, by picketing Island Coal and Lumber Corp. with an object of forcing or requiring Island Coal to recognize and bargain collectively with the Respondents as the representatives of its employees and of forcing or requiring the employees of Island Coal to accept or select the Respondents as their collective-bargaining representatives, although the Respondents have not been certified as the representatives of such employees, and having conducted such picketing without filing a petition under Section 9(c) of the Act within a reasonable period of time, have committed unfair labor practices within the meaning of Section 8(b)(7)(C) of the Act.

4. The aforesaid 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, I recommend that Respondent Local 1205, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called Respondent 1205, and Respondent Suffolk County District Council of Carpenters, AFL–CIO, hereinafter called Respondent Carpenters, their officers, representatives, and agents, shall:

1 Cease and desist from picketing or causing to be picketed Island Coal and Lumber Corp., Medford, Long Island, New York, hereinafter called Island Coal, where an object thereof is forcing or requiring Island Coal to recognize or bargain with either of said Respondents as representatives of the employees of Island Coal or where an object thereof is forcing or requiring said employees to accept or select either of said Respondents as their collective-bargaining representatives in circumstances violative of Section 8(b)(7)(C) of the Act.

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

(a) Respondent 1205 will post in conspicuous places at its business offices, meeting halls, and all places where notices to members are customarily posted, copies of the attached notice marked "Appendix A." [1]

[1] In the event that this Recommended Order is 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 is 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."

(b) Respondent Carpenters will post in conspicuous places at its business offices, meeting halls, and places where notices to members are customarily posted copies of the attached notice marked "Appendix B." [2]

(c) Copies of said notices, to be furnished by the Regional Director for Region 29 shall, after being duly signed by authorized representatives of the Respondents named therein, be posted by said Respondents immediately upon receipt thereof, and be maintained by them for 60 consecutive days. Reasonable steps shall be taken by said Respondents to insure that such notices are not altered, defaced, or covered by any other material.

(d) Promptly upon receipt from said Regional Director of additional copies of said notice, each Respondent shall cause such additional copies to be signed as aforesaid and returned to the Regional Director for posting by Island Coal and Lumber Corp., if that Company is willing.

(e) Each Respondent shall notify said Regional Director, in writing, within 20 days from the receipt of this Decision [3] what steps it has taken to comply herewith.

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[2] See footnote 1, *supra*.

[3] In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Each Respondent shall notify said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondents have taken to comply herewith."

APPENDIX A

NOTICE TO ALL MEMBERS OF LOCAL 1205, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

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 picket or cause to be picketed Island Coal and Lumber Corp., Medford, Long Island, New York, with an object of forcing or requiring Island Coal to recognize or bargain with us as representative of its employees, or with an object of forcing or requiring said employees to accept or select us as their collective-bargaining representative, in circumstances violative of Section 8(b)(7)(C) of the Act.

LOCAL 1205, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,
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.

If members have any questions concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 16 Court Street, Fourth Floor, Brooklyn, New York 11201, Telephone 596-5386.

APPENDIX B

NOTICE TO ALL MEMBERS OF SUFFOLK COUNTY DISTRICT COUNCIL OF CARPENTERS, AFL-CIO

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 picket or cause to be picketed Island Coal and Lumber Corp., Medford, Long Island, New York, with an object of forcing or requiring Island Coal to recognize or bargain with us as representative of its employees, or with an object of forcing or requiring said employees to accept or select us as their collective-bargaining representative, in circumstances violative of Section 8(b)(7)(C) of the Act.

SUFFOLK COUNTY DISTRICT COUNCIL OF CARPENTERS, 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.

If members have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 16 Court Street, Fourth Floor, Brooklyn, New York 11201, Telephone 596–5386.

S & L Co., of Billings and Associated Industries of Billings, Montana *and* Retail Clerks Union Local No. 1573, Retail Clerks International Association, AFL–CIO. *Case 19–CA–3273. June 22, 1966*

DECISION AND ORDER

On March 25, 1966, Trial Examiner John F. Funke issued his Decision in the above-entitled proceeding, finding that the Respondents had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed, as set forth in the attached Trial Examiner's Decision. Thereafter, the General Counsel filed exceptions to the Trial Examiner's Decision and a supporting brief, to which Respondents filed an answering brief.

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

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and the briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

[The Board dismissed the complaint.]

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

Upon a charge filed December 8, 1965, by Retail Clerks Union, Local No. 1573, herein the Clerks or the Union, against S & L Co., of Billings and Associated Industries of Billings, Montana[1], herein S & L and Associated or jointly the Respondents, the General Counsel issued a complaint alleging Respondents violated Section 8(a)(5) and (1) of the Act by refusing to continue to bargain with the Union on the ground that the Union did not represent a majority of the employees in the appropriate unit.

The answer denied that Respondents had refused to bargain, asserted the dates on which it had bargained and stated it was willing to continue bargaining.

This proceeding with the General Counsel and Respondents represented was heard by Trial Examiner John F. Funke at Billings, Montana, on March 1, 1966. At the conclusion of the hearing the parties waived the filing of briefs.

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[1] The names of Respondents appear as amended at the hearing.