

**Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company and Warden Hazlett Shuman**

**Automotive Workers & Warehousemen, Local No. 881, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company) and Warden Hazlett Shuman.** *Cases 31-CA-307 and 31-CB-83. December 14, 1966*

**DECISION AND ORDER**

On September 7, 1966, Trial Examiner Herman Marx issued his Decision in the above-entitled case, finding that the Respondents had engaged in and were engaging in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision and a supporting brief. Neither the General Counsel, Respondent Company, nor the Charging Party filed exceptions in the above cases.

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 Jenkins 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 brief, 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, with the following modification: delete from paragraph 1(a) of the Trial Examiner's Recommended Order directed to the Respondent Company; and from paragraph 1(a) of the Recommended Order directed to the Respondent Union; and from the notices attached to the Trial Examiner's Decision, the phrase "except as authorized by Section 8(a)(3) of the Act."]

**DECISION OF THE TRIAL EXAMINER**

**STATEMENT OF THE CASE**

The consolidated complaint alleges, in material substance, that a labor organization (herein called the Union or Local 881)<sup>1</sup> demanded that an employer, Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company (herein the Respondent Employer or Company) lay off an employee, Warden Hazlett Shuman, because he

<sup>1</sup> As used in this Decision, the designations "Union," "Respondent Union," and "Local 881" refer to Automotive Workers & Warehousemen, Local No. 881, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

had failed to engage in picketing and other activities on behalf of Local 881; that the Respondent Employer, pursuant to the demand, did lay off Shuman; and that by their respective acts in the premises, the Respondent Union violated Section 8(b)(1)(A) and (2) of the National Labor Relations Act, as amended (herein the Act),<sup>2</sup> and the Respondent Employer violated Section 8(a)(1) and (3) of the Act.<sup>3</sup>

Each Respondent has filed an answer which, in material substance, denies the commission of the unfair labor practices imputed to such Respondent in the complaint.

A hearing has been held upon the issues before Trial Examiner Herman Marx, on June 7, 1966, at Las Vegas, Nevada. All parties were afforded a full opportunity to adduce evidence, examine and cross-examine witnesses, and submit oral argument and briefs. A motion to dismiss the complaint, made by each Respondent after the close of the evidence, is denied on the basis of the findings and conclusions set forth below.<sup>4</sup> I have read and considered a brief filed by the General Counsel of the Board since the close of the hearing. No other party has submitted a brief.

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

#### FINDINGS OF FACT

##### I. NATURE OF THE RESPONDENT EMPLOYER'S BUSINESS; JURISDICTION OF THE BOARD

Victor F. Whittlesea, an individual doing business as Whittlesea Blue Cab Company, maintains his principal office and place of business in Las Vegas, Nevada, where he is engaged in the operation of a taxicab enterprise; and is, and has been at all times material to the issues here, an employer within the meaning of Section 2(2) of the Act.

During the calendar year 1965, in the course and conduct of his business, the Respondent Employer "transported passengers to or from airline terminals, bus stations, and train stations"; derived gross revenue from his enterprise exceeding \$500,000; and purchased and received in Nevada materials valued in excess of \$5,000 from enterprises that had purchased and received them from suppliers located outside the said State. As each Respondent in effect admits, the Respondent Employer is, and has been at all times material here, engaged in interstate commerce, and in a business affecting such commerce, within the meaning of Section 2(6) and (7) of the Act. Accordingly, the National Labor Relations Board has jurisdiction over the subject matter of this proceeding.

##### II. THE LABOR ORGANIZATION INVOLVED

Local 881 is, and has been at all material times, a labor organization within the meaning of Section 2(5) of the Act.

##### III. THE ALLEGED UNFAIR LABOR PRACTICES

###### A. Prefatory statement

Warden Hazlett Shuman has been in the Company's employ as a cabdriver since March 9, 1964, except for the period between January 1 and February 11, 1966, and has been a member of the Union at all times material here.

In January 1966<sup>5</sup> the Union was engaged in a strike against two Las Vegas taxicab enterprises other than the Respondent Employer (with whom it has a collective-bargaining agreement); sponsored picketing of the struck companies in

<sup>2</sup> 29 U.S.C. Sec. 151, *et seq.*

<sup>3</sup> The consolidated complaint was issued on March 29, 1966, and is based upon a charge filed by Shuman with the National Labor Relations Board (herein the Board) against the Respondent Employer in Case 31-CA-307 on February 3, 1966, and upon another filed by Shuman against the Respondent Union on the same date in Case 31-CB-83. The two cases have been duly consolidated for hearing. Copies of each charge, the complaint, the order of consolidation, and a notice of hearing have been duly served upon all parties entitled thereto.

<sup>4</sup> The General Counsel of the Board has filed a motion, dated July 15, 1966, for correction of the transcript of the hearing in specified particulars. No opposition has been submitted. The motion is granted, and the transcript is amended in the particulars requested.

<sup>5</sup> Unless otherwise indicated, all dates mentioned here occurred in 1966.

support of the strike; and required members employed by other taxi enterprises, including the Respondent Employer, to engage in picketing of the struck firms, or, in the alternative, to pay the Union \$15. A notice setting forth the requirement was posted on a bulletin board provided by the Respondent Company at its premises for information of interest to the drivers.

During the first week in January 1966, a representative of the Union, Bernard Buckley, gave the Company's personnel manager, John Baldwin, a paper listing the names of drivers in the Company's employ, and requesting that the Company "send these men over (to the Union) before they went to work." In a conversation about the time the list was submitted, Buckley told Baldwin that the men were "wanted" by the Union for "picket duty."<sup>6</sup> Baldwin gave the Company's dispatchers, who deal with the drivers, a list of the names, instructed them to tell the men on the list, which included Shuman, to report to the Union "before they went to work," and posted a copy of the list on drivers' bulletin board, together with a note that those listed "should see the Union before they went to work." Most of the drivers reported to the Union as directed.

The dispatchers, one for each of the three shifts, are stationed in a room at the Company's premises, transacting their business with the drivers through a window or by radio communication with the cabs, and have the function of issuing "trip sheets" to drivers as they report for work; dispatching them on passengers' calls; and transmitting orders and other information from the management to its drivers. Trip sheets are required in Las Vegas by law, and a driver may not work without one. Under the Company's standing operating procedure, a trip sheet, which may be supplied to the driver "only" by his shift dispatcher, is issued daily to the driver, as he reports for work, at the dispatch window. During the course of his shift, the driver enters on the sheet, which contains his name and cab number, pertinent information relating to the trips he makes that day, turning the sheet in to the Company, together with his fare collections, at the end of his shift.

As of Friday, January 7, 1966, Shuman had not reported to the Union, as required by the posted instructions, and shortly after 8 p.m. on that date when he reported to the dispatch window for his trip sheet preparatory to starting on his shift (8:30 p.m. to 5:30 a.m.), his shift dispatcher, Myrtle Everts, did not give him his sheet, but, instead, handed him a slip of paper containing his name and a direction that he "see Union before going to work."

Without a trip sheet, Shuman was unable to work, and he sought a pay telephone on the Company's premises to call the Union, but finding none available, he went to his home to make the call. He attempted to reach the Union's secretary-treasurer, Richard Thomas, at the organization's office, but could get no answer, and then called Thomas at the latter's home. Thomas was not there, and Shuman left a message for him to call.

On Monday, January 10, not having heard from Thomas, Shuman called him at the Union's office, and reaching him, said that he "had been held off of work." After a pause, during which Thomas made an inquiry about the matter in the office, the latter told Shuman that it was "just a little matter of paying \$15 picket fee or walking the picket line." Shuman replied that he saw no reason why he should do that since he was not on strike, and Thomas replied that the Union's membership had voted for the requirement. Shuman said that the only course he had open was to take the matter to the National Labor Relations Board, and Thomas retorted that he could take it any place he wished.<sup>7</sup>

On the following day, Shuman reached the Respondent Company's president, Milford Prine (spelled according to the corrected transcript) by telephone, and told him he had been denied work because he had refused to picket or pay the fee.

<sup>6</sup> Buckley claims that "I just asked him [Baldwin] to get them there as soon as possible," but he also states that he "can't remember" whether he gave any reason. There is no reason to doubt that Buckley told Baldwin, as the latter testified, that the Union "wanted" the drivers to report for "picket duty."

<sup>7</sup> The respective versions of the conversation differ somewhat in detail, but not significantly so, in my view. Among other differences, Thomas does not quote Shuman as saying he had been denied work (held off work), but it is clear that the very act of withholding the trip sheet from Shuman was as much as to deny him work. Clearly, too, that was the focal point of his call, and it is entirely plausible that he expressly adverted to the fact that work had been withheld from him. Shuman's recollection of details of his call appeared to me to be firmer than Thomas', and I have thus based findings as to the call on Shuman's testimony.

Prine replied that there was no strike at the Company and that the concern had a contract with the Union.<sup>8</sup>

On January 20, Shuman came to the Respondent Company's premises and had a conversation with Prine, in the course of which he asked Prine, in effect, to explain why the Company had denied him work, and Prine told him that the Company had nothing against Shuman, but was withholding work from him because of concern that the Union would picket the Respondent Employer "and stop [his] whole operation." Later that day, Shuman telephoned Prine and told him that he had received information from the National Labor Relations Board as to the procedure to be followed in filing "a claim," and that he "would have to file a claim against the Union and the Company."

On the following day, January 21, Baldwin had a note posted in the dispatchers' room, stating that "Schuman [sic] can work." According to Baldwin, he did this following a telephone conversation with Thomas, in which each stated that he was not "holding" Shuman (in other words, denying him employment), and Thomas asked him to post a note that Shuman "can work."

The dispatchers' room is "strictly" for them; information posted on the bulletin board there is not seen by the drivers; and Shuman neither saw the notice that he could return to work nor was informed either by the Union or the Company at any time prior to February 11, 1966, that he could do so. He was informed of the notice on that date by a representative of the General Counsel (who presumably learned of it in the course of investigation of Shuman's charges which had been filed about a week earlier). Shuman called Prine later that day to inquire about the notice. Prine confirmed his information, and told Shuman that he could return to work that day on his former shift.

Shuman reported for work on that shift on February 11, 1966, and has been employed by the Company ever since.

#### *B. Discussion of the issues; concluding findings*

The ultimate issue here is whether Shuman was denied employment, at the insistence of the Union, because he did not comply with the Union's requirement that he do "picket duty" or, alternatively, pay the \$15 fee.

On that issue, testimony by Baldwin that only he has the function in the Respondent Company's enterprise of hiring and discharging drivers, and that he did not lay off Shuman, is beside the point if the evidence, as a whole, requires a finding that the Company did, in fact, deny work to Shuman for a proscribed reason.

I am left in no doubt that it did so. Prine as much as admitted to Shuman on January 20 that the Company was withholding work from the latter because it feared picketing by the Union. The Respondents appear to deprecate the weight of the admission with testimony by Baldwin that Prine is "chief mechanic, as far as I know." The label Baldwin gives Prine does not alter the fact that the latter is also admittedly "president" of the enterprise, a supervisor within the meaning of the Act, and, as one may reasonably infer from his titles and supervisory status, a potent figure in the management.

Nor is there any escape from the critical fact that when Shuman presented himself for his trip sheet on January 7, it was withheld from him, and that he could not work without it. To withhold the sheet was as much as to deny him employment; and the Respondents' claim to the effect that the Company was not responsible for the denial is much against the weight of the evidence. Myrtle Everts' authority may be spelled out from the undeniable fact that it was her function to issue trip sheets and transmit orders from the management to drivers on Shuman's shift, and that, as Baldwin himself testified, the Union had requested, and he had issued instructions to the dispatchers, that the men listed for "picket duty" by the Union

<sup>8</sup> Baldwin testified that Prine is the enterprise's "chief mechanic, as far as I know." The matter is of no large moment, for the end results here are the same irrespective of Prine's title, which Shuman understood to be that of "president," but I note that the answers do not deny or explain, and hence admit, allegations of the complaint to the effect that Prine holds that office. That is not altered by the fact that the enterprise is an individual proprietorship. As in effect admitted by both answers, Prine, Baldwin, and Phillip Felegy, the Company's comptroller, are, and have been at all material times, agents of the Respondent Employer, and supervisors within the meaning of Section 2(11) of the Act.

be told to report to it "before they went to work." Against that background, I find that Myrtle Everts' conduct in withholding the trip sheet from Shuman, and directing him, instead, to "see" the Union, was the act of the Respondent Company.

The reason for the denial of employment is not difficult to find, notwithstanding the fact that Myrtle Everts was not produced as a witness, and that neither Respondent has adduced any evidence explaining why she withheld the trip sheet from Shuman. Prine's admission to Shuman of itself goes far to explain the Company's motive, but, in addition, to withhold the trip sheet was an obviously potent method of compelling Shuman, who up to that point had not complied with the posted direction to report to the Union, to communicate with the organization, as, in fact, he speedily attempted to do after the sheet was withheld from him and he was directed to "see" the Union by Everts. The meaning of that direction is not significantly different from the experience of a day-shift driver, Elwood Purdy, who was told by his dispatcher about January 7 to give the Union "strike pay" (the \$15 fee) or he "couldn't drive the next day." (Purdy paid.) In the context of circumstances, to give Shuman a direction to "see" the Union, in lieu of supplying him with his trip sheet, was, by implication, as much as to tell him, as Purdy was expressly told, that compliance with the Union's requirement was a condition of continued employment. And the withholding of the trip sheet, I find, was tantamount to laying Shuman off until he complied with the Union's picketing requirement, or the Union otherwise cleared him for employment.

It is evident, too, that the denial of work to Shuman was at the Union's behest. One need not pause to determine whether the Union's request a few days earlier that a number of drivers, including Shuman, report to the Union for picket service "before they went to work" was an implied requirement that those listed secure a clearance from the Union as a condition of continued employment, for whether or not one so construes the request, the persuasive facts are that Shuman had not reported as of January 7; that the denial of employment harnessed to the direction that he "see" the Union was as much as to require him to comply with the Union's picketing requirement; and that when Shuman sought an explanation from Thomas why he "had been held off . . . work," Thomas told him that the reason was its requirement that Shuman walk "the picket line" or pay the "\$15 picket fee." Plainly, the denial of employment based upon such a requirement was discriminatory and unlawful, and Thomas as much as admitted to Shuman that the Union had caused the denial. I find that the Union did so.<sup>9</sup>

The discrimination, and the Union's role in it, did not come to an end with the notice posted in the dispatchers' room on January 21 that Shuman "can work." The notice was obviously designed for the dispatchers and not intended for Shuman's eyes and he was unaware of it until a representative of the General Counsel told him about it on February 11. He had been discriminatorily denied employment on January 7, and the duty to take effective steps to terminate the discrimination was upon the Respondents, and not upon Shuman to beseech them to do so (although the obvious implication of his conversations with Thomas and Prine was that he was seeking to return to work). Thus I find no materiality in Baldwin's testimony that a notice of his "capacity" was posted on "the Company bulletin Board," nor is the discrimination in any way lessened by the fact that Shuman discussed his loss of employment with Prine, rather than with Baldwin, whether or not Shuman was aware of Baldwin's functions.<sup>10</sup> The fact is, as I find, that neither Respondent took adequate steps to bring the discrimination to an end prior to February 11, 1966, and that it ended with his reemployment on that date.

In summary, I find, for the reasons stated, that the Respondent Employer denied employment to Shuman for the period beginning January 7, 1966, and ending on February 11, 1966, because he did not report to the Union for picketing duty or,

<sup>9</sup> In a prehearing affidavit given to the General Counsel, Phillip Felegy, the Company's comptroller, states that he learned from Baldwin on January 8 that the Union had requested of Myrtle Everts, by telephone, that "Shuman not be put to work until Shuman cleared with the Union"; and that Shuman had been "laid off" at the Union's request. Needless to say, the contents of the affidavit are not binding upon the Union, and not evidential as to it. As regards the Company, I find it unnecessary to take the affidavit into account, and I base no findings on it.

<sup>10</sup> According to Shuman, the notice of Baldwin's functions "had not been posted" as of the period in question.

alternatively, pay the prescribed \$15 fee, as required by the Union; that by such denial of employment, the Respondent Employer discriminated against Shuman in violation of Section 8(a)(3) of the Act, and interfered with, restrained, and coerced employees in the exercise of rights guaranteed them by Section 7 of the Act, thus violating Section 8(a)(1) of the statute; and that the Union caused such discrimination, thereby violating Section 8(b)(2) of the Act, and, by such conduct, restrained and coerced employees in the exercise of Section 7 rights, thus violating Section 8(b)(1)(A) of the Act.

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

The activities of the Respondents set forth in section III, above, occurring in connection with the operations of the Respondent Employer 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

In view of the unfair labor practices found above, I shall recommend that each Respondent cease and desist from its unfair labor practices and take affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent Employer denied Warden Hazlett Shuman employment on and after January 7, 1966, in violation of Section 8(a)(1) and (3) of the Act, and reinstated him to his former position on February 11, 1966, and that the Respondent Union caused the Respondent Employer to discriminate against Shuman, thereby violating Section 8(b)(1)(A) and (2) of the Act, I shall recommend that the Respondent Employer and Respondent Union forthwith jointly and severally make Shuman whole for any loss of pay he may have suffered by reason of the Respondent Employer's discrimination against him, by payment to him of a sum of money equal to the amount of wages and passengers' tips he would have received during the period of discrimination against him, as found above, together with interest on such amount, at the rate of 6 percent per annum; and that the said amount and interest thereon be computed in accordance with the formula and method prescribed by the Board in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing & Heating Co.*, 138 NLRB 716, to which the parties hereto are expressly referred.<sup>11</sup>

Upon the basis of the foregoing findings of fact, and upon the entire record in this proceeding, I make the following:

#### CONCLUSIONS OF LAW

1. The Respondent Employer is, and has been at all material times, an employer within the meaning of Section 2(2) of the Act.
2. The Respondent Union is, and has been at all material times, a labor organization within the meaning of Section 2(5) of the Act.
3. By discriminating against Warden Hazlett Shuman, the Respondent Employer has engaged in unfair labor practices within the meaning of Section 8(a)(3) of the Act.
4. By interfering with, restraining, and coercing employees in the exercise of rights guaranteed them by Section 7 of the Act, as found above, the Respondent Employer has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
5. By causing the Respondent Employer to discriminate against Warden Hazlett Shuman, as found above, the Respondent Union has engaged in unfair labor practices within the meaning of Section 8(b)(2) of the Act.
6. By restraining and coercing employees in the exercise of rights guaranteed them by Section 7 of the Act, as found above, the Respondent Union has engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.
7. The aforesaid labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

<sup>11</sup> The loss of tips is to be computed on the basis of gratuities from passengers that a cabdriver could reasonably have expected to receive in Las Vegas, Nevada, during the period of discrimination involved.

## RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in this proceeding, I recommend that:

A. The Respondent Employer, Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company, his officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Encouraging membership of his employees in Automotive Workers & Warehousemen, Local No. 881, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other labor organization, by laying off, or otherwise denying employment to, any employee, or in any other manner discriminating against any employee in regard to his hire, tenure, or any other term or condition of employment, except as authorized by Section 8(a)(3) of the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of any of the rights guaranteed them by Section 7 of the Act.

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

(a) Jointly and severally with Automotive Workers & Warehousemen, Local No. 881, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, make Warden Hazlett Shuman whole in the manner, to the extent, and according to the method, set forth in "The Remedy."

(b) Preserve until compliance with any order for backpay made by the National Labor Relations Board in this proceeding is effectuated, and make available to the said Board and its agents, upon request, for examination and copying, all payroll records, social security records, and time records, which contain any information relevant to a determination of the amount of backpay due Shuman.

(c) Post in conspicuous places, including all places where notices to employees are customarily posted, at the said Respondent Employer's place of business in Las Vegas, Nevada, copies of the attached notice marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for Region 31 of the National Labor Relations Board, after being duly signed by the said Respondent Employer, shall be posted by him immediately upon receipt thereof and maintained by him for a period of 60 consecutive days thereafter. Reasonable steps shall be taken by the said Respondent Employer to ensure that such notice is not altered, defaced, or covered by any other material.

(d) Notify the said Regional Director, in writing, within 20 days from the date of this Decision, what steps the said Respondent Employer has taken to comply herewith.<sup>12</sup>

B. Automotive Workers & Warehousemen, Local No. 881, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Causing, or attempting to cause, Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company, or any other employer, except as authorized by Section 8(a)(3) of the Act, to lay off, or otherwise deny employment to, any employee, or in any other manner discriminate against any employee in regard to his hire, tenure of employment, or any term or condition of employment, to encourage membership in any labor organization.

(b) Restraining or coercing employees of Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company, or any other employer, in the exercise of any of the rights guaranteed them by Section 7 of the Act.

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

(a) Jointly and severally with Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company, make Warden Hazlett Shuman whole in the manner, to the extent, and according to the method set forth in the section of this Decision entitled "The Remedy."

(b) Forthwith notify Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company, and Warden Hazlett Shuman, in writing, that it has no objection to the continued employment of the said Warden Hazlett Shuman.

<sup>12</sup> In the event that this Recommended Order is adopted by the Board this provision shall be modified to read: "Notify the said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent Employer has taken to comply herewith."

(c) Post in conspicuous places, including all places where notices to members of the said Respondent Union are customarily posted, at its office and usual membership meeting place, copies of the attached notice marked "Appendix B." Copies of said notice, to be furnished by the Regional Director for Region 31 of the Board, after being duly signed by a duly authorized representative of the said Respondent Union, shall be posted by it immediately upon receipt thereof and maintained by it for a period of 60 consecutive days thereafter. Reasonable steps shall be taken by it to ensure that said notices are not altered, defaced, or covered by any other material.<sup>13</sup>

(d) Forthwith mail copies of the said notice marked "Appendix B" to the said Regional Director, after such notices have been signed as provided herein, for posting where notices to employees are customarily posted at the place of business of the said Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company, if the said Respondent Employer so agrees.

(e) Notify the said Regional Director, in writing, within 20 days from the date of receipt of this Decision, what steps the Respondent Union has taken to comply with the foregoing Recommended Order.<sup>14</sup>

<sup>13</sup>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" both in the notice to be signed by the Respondent Employer and the one to be signed by the Respondent Union. In the additional 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."

<sup>14</sup>In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify the said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent Union has taken to comply with the provisions applicable to it."

APPENDIX A

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, I hereby notify my employees that:

I WILL NOT encourage membership of any of my employees in Automotive Workers & Warehousemen, Local No. 881, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or in any other labor organization, by laying off, or otherwise denying employment to, any employee, or in any other manner discriminating against any employee in regard to his hire, tenure of employment, or any term or condition of employment, except as authorized by Section 8(a)(3) of the said Act.

I WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of any rights guaranteed them by Section 7 of the said Act.

I WILL jointly and severally with Automotive Workers & Warehousemen, Local No. 881, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America reimburse Warden Hazlett Shuman for any loss of pay he may have suffered by reason of my discrimination against him.

VICTOR F. WHITTLESEA, d/B/A WHITTLESEA  
BLUE CAB COMPANY,

*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, 215 West Seventh Street, Los Angeles, California, Telephone 688-5540.

## APPENDIX B

**NOTICE TO ALL MEMBERS OF AUTOMOTIVE WORKERS & WAREHOUSEMEN, LOCAL No. 881, 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 cause, or attempt to cause, Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company, or any other employer, except in accordance with Section 8(a)(3) of the said Act, to lay off, or otherwise deny employment to, or in any other manner discriminate against any employee in regard to his hire, tenure of employment, or any term or condition of employment.

WE WILL NOT in any like or related manner restrain or coerce employees of Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company, or any other employer, in the exercise of any of the rights guaranteed employees by Section 7 of the said Act.

WE WILL jointly and severally with Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company reimburse Warden Hazlett Shuman for any loss of pay he suffered as the result of discrimination against him.

We have no objection to the continued employment of Warden Hazlett Shuman by Victor F. Whittlesea, d/b/a Whittlesea Blue Cab Company.

AUTOMOTIVE WORKERS & WAREHOUSEMEN, LOCAL NO. 881,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUF-  
FEURS, 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 question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 215 West Seventh Street, Los Angeles, California, Telephone 688-5540.

**Local 41, International Brotherhood of Electrical Workers, AFL-CIO<sup>1</sup> and New York Telephone Company<sup>2</sup> and Communications Workers of America, AFL-CIO, and Its Local 1122.<sup>3</sup> Case 3-CD-162. December 14, 1966**

### DECISION AND DETERMINATION OF DISPUTE

This is a proceeding under Section 10(k) of the National Labor Relations Act, as amended, pursuant to charges filed under Section 8(b)(4)(D) of the Act. A hearing was held before Hearing Officer Jeremy V. Cohen on June 30 and July 1, 1966. All parties appeared at the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to adduce evidence bearing upon the issues. The rulings of the Hearing Officer made at the hearing are free from prejudicial error and are hereby affirmed. Briefs were filed by all the parties and have been duly considered.

<sup>1</sup> Hereinafter sometimes referred to as IBEW.

<sup>2</sup> Hereinafter sometimes referred to as Telco.

<sup>3</sup> Hereinafter sometimes referred to as CWA.