

Knitgoods Workers' Union Local 155, International Ladies Garment Workers Union, AFL-CIO and Boulevard Knitwear Corp. Case 29-CP-65

October 13, 1967

DECISION AND ORDER

BY MEMBERS BROWN, JENKINS, AND ZAGORIA

On June 2, 1967, Trial Examiner Thomas A. Ricci issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of Section 8(b)(7)(B) of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Decision and a supporting brief, and the General Counsel and the Employer filed answering briefs.

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.

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 the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner and hereby orders that the Respondent, Knitgoods Workers' Union Local 155, International Ladies Garment Workers Union, AFL-CIO, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order as herein modified:

Substitute the words "on forms provided" for the words "to be furnished" in paragraph 2(a) of the Trial Examiner's Recommended Order.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

THOMAS A. RICCI, Trial Examiner: A hearing in the above-entitled proceeding was held before me on April 4 and 5, 1967, at Brooklyn, New York, on complaint of the General Counsel against Knitgoods Workers' Union Local 155, International Ladies Garment Workers

Union, AFL-CIO, herein called the Union, or the Respondent. The initial charge was filed on January 18, 1967, and the complaint was issued on February 8, 1967. The issue presented is whether the Union has violated, and is now violating Section 8(b)(7)(B) of the National Labor Relations Act, as amended. Briefs were filed after the close of the hearing by the General Counsel and by the Respondent.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Boulevard Knitwear Corp., herein called the Company, or the Charging Party, is a New York corporation engaged as a contractor in the manufacture, sale, and distribution of ladies' knit goods, sweaters, and related products, and has its principal office and place of business in Long Island City, New York. During its last fiscal year, a representative period, the Company manufactured, sold, and distributed products valued in excess of \$500,000, of which products valued in excess of \$50,000 were shipped from its place of business in interstate commerce directly to States other than New York. I find that the Company is engaged in commerce within the meaning of the Act and that it will effectuate the policies of the Act to exercise jurisdiction herein.

II. THE LABOR ORGANIZATION INVOLVED

Knitgoods Workers' Union Local 155, International Ladies Garment Workers Union, AFL-CIO, is a labor organization within the meaning of Section 2(11) of the Act.

III. THE UNFAIR LABOR PRACTICES

Boulevard Knitwear Corp., recently employing approximately 35 production workers, has operated for upwards of 10 years as a nonunion shop. It does not own the materials, primarily yarn, used in the factory, but weaves knit goods and then produces garments as a contractor for various manufacturers. In the few years before the events of late 1966, between 90 and 100 percent of its work was performed for two companies, Bobbie Brooks and Russ Toggs.

For at least the last 5 years Local 155 of the ILGWU, the Respondent here, has carried on an organizational campaign to bring this Company's employees into membership and to obtain a contract with Boulevard, always without success. The last such effort started on October 10, 1966, when Lewis Nelson, manager-secretary of Local 155 and a vice president of the ILGWU, authorized an organizational picket line in front of the Company's premises.¹ That day Arthur Jacobson, head organizer of Local 155, asked the Company to sign a con-

¹ The October 10 date is established by the corroborative testimony of Samuel Epstein and Aaron Rubinstein, owners of the Company, and Anna Saldieveri and Catherine Schwinn, two employees. Norman Lewis, a union organizer who appeared at the site on the day of the initial picketing, recalled it as having occurred on October 17, he did not have his personal notes, on which he said he relied. To the owners and the employees this was an extraordinary event, which they were not likely to forget, to Lewis it was only another incident of its kind in the work he regularly performs. His recollection of the exact date is therefore more likely to fail in a minor detail.

tract, adding that if the Company did so, "the girls would go along." The Company refused; a week later he was back and now threatened to have Boulevard's work supply cut off if it persisted in its refusal. The picketing continued and in November the Union did cause Bobbie Brooks, the only jobber for whom the Company was then working, to remove all its materials and products from the shop, some of it only partially processed. Virtually all the employees were released in consequence by the end of that month.

While this was going on, the Company filed a petition with the Board for an election (Case 29-RM-132), on November 16 the Union filed with the Board's Regional Office a written disclaimer of representatives, the Regional Director ignored it and directed an expedited election for December 2, 1966. At the election, held that day, the vote was 26 to 0 against union representation. The Regional Director formally advised the Union of the results on December 12.

The picketing continued uninterrupted without change through December 19. It was then discontinued temporarily and resumed on December 27, with a change in the sign carried by the two pickets. The picketing was still going on at the time of the hearing in April.

The complaint alleges that the Union's conduct in picketing the premises between December 12 and 19, 1966, constituted a violation of Section 8(b)(7)(B) of the Act, in that its purpose was to prevail upon the employees to join the Union and upon the Company to sign a contract, notwithstanding the fact the employees had voted, within the immediately preceding 12-month period, against representation by this Union in a regularly conducted Board election. It also alleges that the picketing which started on December 27, and is going on today, albeit with changed legend on the picket signs, still has as its immediate objective compulsion upon the employees to join Local 155 and upon the Company to sign a contract, all a continuing violation of the same section of the Act.

The Union does not concede that the purpose of its picketing ever was organization or recognition. Indeed, certain of its correspondence, received in evidence shows that it denied, even before the December 2 election, that it was seeking either of these objectives. It also defends on the ground that, whatever may have been true of its initial picketing which ended on December 19, it has not been proved that the later picketing, beginning on December 27, was for a proscribed purpose.

A Violation of the Statute from December 12 to 19, 1966

There are two elements of oral testimony in this case which call for credibility resolutions. The first involves the version given by Norman Lewis, union organizer, of what Arthur Jacobson, his superior, said to the owners of the Company when the two union agents first visited the office as a related aspect of the picketing on October 10. The second concerns the conclusionary statement of Louis Nelson, who as manager-secretary of Local 155 determines policy for that Union in matters of this kind, that from December 27 on he had no intention of persuading the employees to join the Union, or of obtaining a contract from this Company. There is a relationship between the two credibility questions, because these men both said Nelson told the organizers what to do.

On the morning of October 10, the Union placed two pickets at the entrance to the Company's premises; these

were Vincent Laviano and Jules Blutstein. The two men picketed every workday from October 10 to December 19. Each carried a sign reading:

BOULEVARD KNITWEAR CORP.

UNFAIR TO ORGANIZED LABOR

KNITGOODS WORKERS UNION LOCAL 155
AFFILIATED WITH THE
INTERNATIONAL LADIES GARMENT
WORKERS UNION AFL-CIO

As the employees arrived for work, Jacobson and Lewis distributed union authorization cards in favor of Local 155; Lewis said he gave out 30 of them to the employees. The union agents simultaneously placed in the hands of the employees a leaflet explaining the benefits in working conditions to be gained by joining the Union, and urging them to sign and mail in the authorization cards. Soon after starting time, Jacobson and Lewis appeared in the office of Epstein, the Company's secretary-treasurer, and Rubinstein, its president. According to Epstein, Jacobson started by saying: ". . . there was a rumor going around that we are paying the union off and what is it all about?" The owners denied any such thing, and Jacobson then said: "Why don't you join the Union." When Epstein refused on the ground the employees did not wish it, the agent added he was "sure that if I did sign up that the girls would go along with it." As Rubinstein recalls, Jacobson ". . . said that a rumor had been going on in the industry that we were paying them off to stay away from us and that his boss was very upset about this." Rubinstein also denied paying anyone, and even said he would sign a statement to that effect if Jacobson so wished. Rubinstein, too, testified Jacobson then said "we'd have to join his union," and "he'd get back to us a few days later."

Jacobson did not appear at the hearing, the following further testimony of the two company officers is therefore uncontradicted. Epstein said that Jacobson returned to the office about a week later, this time alone, wanting to know what the Company had decided. Told that the answer was still no, he said: ". . . if we didn't join the union, he would have Bobbie Brooks pull out all the work from the place, whether it was finished or not . . . if we did join up he would have Bobbie Brooks pay the health and welfare fund." Epstein responded the damage had already been done to his business, that he had already spoken to Bobbie Brooks and was told that Company would not pay a health and welfare contribution on behalf of the contractor. At one point Jacobson suggested the Company work a night shift in order to have enough money for the welfare payment to the Union; Epstein said a night shift was not workable in his shop. Faced with persisted refusal, Jacobson finally said "he would make sure we don't get any more work from them [Brooks]." Rubinstein's testimony essentially corroborated that of his partner.

For the Respondent the following is the total testimony, given by Lewis, concerning the October 10 visit by the two union agents. ". . . Mr. Jacobson presented a card to Mr. Epstein and he said, 'I understand that you say you are paying off a union official,' and Mr. Epstein replied— he said, 'I did say that and I did pay off a union official, but it is none of you fellows,' meaning that it is no union official from Local 155, and he said, 'I would be willing to put that in writing.' . . . After that was

settled, he said he didn't pay any of our union officers or officials, we turned around and went out of the premises of Boulevard That was the entire sum of the conversation."

I credit Epstein and Rubinstein. That the purpose of the two organizers that day was to obtain signed cards from the employees and to speak for them with their employer stands admitted by Lewis' own testimony that he distributed cards towards that very end. If their talk with the owners was in truth limited to mere inquiry as to payoff, with the partners clearing the representatives of Local 155 and expressing willingness to sign an indictment of wrongdoing by organizers of some other labor organization, surely Jacobson and Lewis would have accepted the statement then and there, or at least have asked Epstein or Rubinstein to give something written. Instead, they just walked away. Nor is Lewis' story strengthened by the testimony of Louis Nelson, the top official of Local 155, who was offered as the principal witness for the Respondent. He said the entire activity was prompted by a rumor - brought to his office by a few employees of Boulevard who refused to divulge their names to him - that this employer was paying off officers of Local 155 in order to run a nonunion shop. Nelson admitted at the hearing that Jacobson and Lewis were the only two persons associated with this Union who could conceivably have accepted such bribes. His reaction to the rumor, as Nelson continued to testify, was to send Jacobson to the Company ". . . and ask the firm if they are honorable enough to state whether they did pay him or anyone of our officers." In his "investigation" of the rumor, Nelson had already asked Jacobson was it true, and I must assume Jacobson had already protested his innocence. Did Nelson really believe Jacobson's answer might change after asking Epstein and Rubinstein, in private conversation, whether they had made a payoff to Jacobson? In deference to his years, and his position as ILGWU vice president, I will say Nelson was pulling my leg at the hearing. It will also be noted that when a secret election was held by the Board 2 months later, 26 employees cast ballots, and all voted against the Union, including, apparently, the 2 or 3 who are said to have complained to Nelson about the nonunion shop.

I find that Jacobson asked the Company to sign a contract with Local 155 and threatened to cut off its supply of work unless it agreed to do so, regardless of the desires of the employees. Bobbie Brooks, which for 9 years had been a major supplier of work for this shop, took every stitch out in November, hastily, even taking care that unfinished work could be seen in open boxes by the pickets on the sidewalk. Russ Toggs, the other principal jobber, did likewise. All the employees were sent home. Jacobson's threat was carried out.

In view of the sequence of events, Epstein's testimony - that Sam Waterchek and Stan Shofeld, Bobbie Brooks' production managers, told him they were taking all work away because "the Union is putting pressure on them" - suffices to prove, and I find, that the Respondent in fact caused the complete shutdown of Boulevard's business in November.

With the Company's charge against the Union (Case 29-CP-53) and petition (Case 29-RM-132) pending in November, and the Regional Director planning to hold the usual appropriate election, the Union sent a letter to the Board in an effort to avoid any election. The letter, dated November 16, reads in part:

With regard to the above captioned proceedings, please be advised that our client informs us that the picketing referred to therein has neither a recognitional nor an organizational object, as those terms are more fully defined in Section 8(b)(7) of the Act.

This statement belied the facts as shown on this record, and was false. I find, as alleged in the complaint, that the purpose of the Respondent's picketing of the premises was to organize the employees into membership and to force recognition from the Company. There is no indication of any change of purpose between October 10, when the picketing started, and December 19, when it was temporarily discontinued. It follows, and I find, that by picketing the Company's location from December 12 to 19, 1966, the Respondent violated Section 8(b)(7)(B) of the Act.

B. *The Current Picketing*

On December 27, 1966, the same two pickets - Laviano and Blutstein - appeared again at the factory entrance, now with the picket signs reading:

Employment conditions of Boulevard Knitwear Corporation are below union conditions in this area. Knitgoods Workers Union Local 155, affiliated with International Ladies Garment Workers Union, AFL-CIO.

They picketed every working day. Laviano is still there; Blutstein ceased picketing sometime in May.

As stated above, the General Counsel contends that the true objective of this picketing is still organization and recognition, as it always was, and therefore a continuing violation of the Act because a valid election has resulted adversely to the Union within the past 12 months. There is no evidentiary basis for holding, nor is it claimed that the December 2, 1966, election was anything but perfectly valid within the meaning of the statute.

In defense, the Union requests that the legality of this picketing be appraised in the light only of the legend on the picket signs, and of a letter Nelson had his lawyers send to the Board's Regional Office on December 20, 1966, with a copy going to the Company. The letter reads as follows:

In view of the fact that you apparently were of the opinion that the prior picketing had an objective proscribed by Section 8(b)(7) of the Act despite the denial of any such objective as set forth in our letter to you of November 16, 1966, the picketing of Boulevard's premises has been halted as of December 20, 1966, and will not be resumed until December 27, 1966. The intent of this suspension of picketing is to disassociate the resumed picketing from the prior picketing in order to avoid any misunderstanding as to the object of the picketing when resumed, and to make it clear that there is no basis for carrying forward your impression as to the purpose of the prior picketing. The Union will picket solely to give publicity to the fact that the employment conditions of Boulevard's employees are below union conditions in the area, and the picketing will not have as an object to force or require an employer to recognize or bargain with the Union or to force or require employees to accept or select the Union as their collective bargaining representatives. The wording on the picket signs will be appropriate to the Union's publicity purpose.

In the framework of the total picture of this case, Nel-

son's letter appears purely as a self-serving denial of illegal motivation – in advance of the deed – very much like a blanket negative answer to a formal complaint after the event. Nelson did not withdraw from the Boulevard company his earlier threat of “No ILGWU contract – No work.” At the moment the Company lay prostrate, for the threat had been carried out fully. Epstein and Rubinstein had been well taught what Local 155 pickets mean in front of their establishment. It is true, as counsel for the Union argues in his brief, that any respondent in a Board proceeding – be it employer or labor organization – may mend its ways, and there can be no presumption of illegal purpose merely because at an earlier period, when a like purpose was not unlawful, it did exist. In this instance, of course, the argument does not fit precisely, for the Union had already been picketing – from December 12 through 19 – in violation of the statute for the very reason that the now proscribed objective persisted. A critical element in support of the complaint here is that Nelson was not a credible witness at the hearing. His explanation of why he sent Jacobson to the Company in the first instance cannot be believed. He did not hesitate to write falsely concerning the object of the picketing when attempting to forestall the expedited election on December 2. His letter of December 20 again repeated the same untruthful denial of recognition as the initial objective. And when on cross-examination, Nelson expanded on what changes in working conditions in the shop would cause him to remove the pickets, he was careful to avoid the most critical item which Jacobson attempted to sell Epstein and his partner in October. This was the 7-1/2 percent of payroll payments to be made directly to the Union, necessarily supported by collective-bargaining agreements, for welfare and pension benefits. Jacobson told Epstein to run a night shift, if he had to, because welfare payments to the Union are an inseparable part of union conditions. It did not cease being one of the “union conditions” which, according to the new legend appearing on the picket sign after December 27, were below the area standards in this shop. And again, the Company was not told this “working condition” was not a requirement for removal of the pickets.

There is more in the record requiring a finding that the original objective of organization and recognition was not abandoned after December 27. In January 1967 the Company recalled three or four women to work part time making samples. Three of them testified that on a number of occasions Laviano, the picket who started the picketing and never ceased, accosted them as they were leaving work and urged them to join the Union, adding that the picketing would never cease until Boulevard signed up with Local 155. Thus employee Anna Saldieveri: “We left the place and walked down. And the old gentleman stopped us and he said, ‘Why don’t you join the Union?’ He started to tell me about the pension that he gets. ‘You will get \$60 a month pension when you get old, and benefits and the union is good.’ And he also said it was his fault that he had to walk – it was our fault that he had to walk there. If it wasn’t for us, he wouldn’t be there picketing. And he was going to picket there until we decided to join the union. . . . He told us of a place that they picketed for nine years and then they moved out to Jersey, and when they did come back, they were forced to sign with the union. So he said eventually you will have to be union, too.”

Catherine Schwinn: “And as we came out of the door

one of the pickets were there and he was sneezing and blowing his nose and he said to us, ‘It is because of youse girls that I’m sick with a cold because youse won’t join the union.’ And he say, ‘All America is unionized. I don’t know what’s the matter with youse girls.’ So he says if – ‘We will be here a long time until you join up.’ He says, ‘We have picketed a place for nine – for nine, a place, and then they moved away – for nine years and then they moved away to Jersey, and when they came back, we took them over anyway.’ . . . Yes, that he gets \$60 a month pension and he gets his eyeglasses and he gets this from the union, and different things. They union is good, he said.”

Rose Calamia: “. . . he says, if I would join the union I would get so much more out of them and I would get \$60 a month when I am 65 and he says to me he retired at 65 and so far he is 81 years old and he has been getting \$60 a month. . . . He did say he doesn’t see why we do not join because all America has joined a union.”

Laviano is a very talkative old man. He testified he never opened the subject of the Union with any of the employees, that it was always they who teased him and asked why he favored the Union so, that he even sought to avoid them at times. He did admit saying he received many benefits, including a \$60-per-month pension and free eyeglasses. At the hearing Laviano could not be restrained from explaining why he felt very loyal to Local 155. He said he has worked as a picket for Jacobson for over 15 years, that he feels greatly obligated to Jacobson for his influence in having Laviano’s two soldier sons brought back from Korea during the war there so they could visit the father on what was then thought to be his deathbed.

I believe the employees. Their testimony was corroborated by John Shields, an elevator operator who does not work for Boulevard and whose freight elevator opens on the sidewalk next to the shop entrance, where he sometimes stands and waits. He said he once heard Laviano approach the departing employees and “He told them to join the union and they get more money in a pension and their operators would get more money, or something like that.”

What instructions Laviano’s friend and boss, Jacobson, gave him do not appear, for the chief organizer, although sufficiently recovered from his November illness to return to his office, did not testify. The Union cannot disassociate itself from the activities of this picket. He was present while Jacobson and Lewis distributed the union cards on the sidewalk on October 10, and heard them try to talk the employees into joining. Laviano’s apparent inability to restrain his enthusiasm for the Union which once befriended him and even now helps sustain him, suggests he may have spoken as he did to the employees quite apart from anything his superiors instructed him to do, or not to do. It is equally likely, however, and for the same reason, that Jacobson well knew what the picket’s penchant is, and therefore could, and did intend to rely on him to continue the solicitation to membership even absent specific restrictions. The picket speaks for the Union in a case like this.

In any event, “An unlawful objective in picketing is rarely proved by admission, but, rather, must be ascertained from Respondent’s overall conduct, which would include the past relations between the parties as well as the context in which the picketing occurred.”² And the

²International Brotherhood of Electrical Workers, Local 953, AFL-CIO (Erickson Electric Company), 154 NLRB 1301

Board does not "regard self-serving legends on picket signs as conclusive evidence of the real objective of the picketing." In the light of the evidence on the record in its totality, I conclude that the Union's purpose was, even after the resumed picketing of December 27, and still is today, recognition by the Company and execution of a collective-bargaining agreement. This has long been the admitted object for many years, as organizational campaigns were carried on annually. This was the object before the election and through December 19, with the picket signs remaining unchanged. Nelson's bland denial of illegal intent, in his letter of December 20, is no more credible than his clearly false letter of November 16. Significantly, the postelection letter did not withdraw the persistent demand for a contract from Boulevard. It was Nelson who reworded the picket's legends, he is no more credible now. And the picket not only continued to tell the employees they had to join the Union, but even repeated the threat that the Company would be put out of business unless it yielded. I find that the Respondent at no time before or after the election abandoned its original object of recognition and a contract; that its disclaimer to the Regional Director of the existence of such an object was a sham; that the election conducted by the Regional Director on December 2, 1966, was a valid one under Section 9(c) of the Act; and that its postelection picketing within 12 months of said election was, and is, in furtherance of its aforesaid original (and continuing) objective, and, as such, violative of Section 8(b)(7)(B) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth above, occurring in connection with the operations of Boulevard Knitwear Corp., 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 engaged in certain unfair labor practices, I shall recommend that it be ordered to cease and desist therefrom and take certain affirmative action designed to remedy and remove the effects of the unfair labor practices and to effectuate the purposes of the Act.

CONCLUSIONS OF LAW

1. Boulevard Knitwear Corp., is an employer engaged in commerce within the meaning of Section 2 of the Act.
2. Respondent is a labor organization within the meaning of Section 2(5) of the Act.
3. By picketing Boulevard Knitwear Corp., between December 12 and 19, 1966, and from December 27,

³ The record indicates that the Respondent was picketing Boulevard on April 6, 1967, the close of the hearing. To effectuate the policies of the Act, the 1-year ban against the picketing shall run for 1 year from the day when the illegal picketing was, or will be discontinued. If in fact such picketing continued after April 6, 1967, the order recommended herein shall be amended on motion so as to require the Respondent to cease and desist from picketing for a period of 1 year from the date of the actual cessation of such picketing.

1966, up to and including the present, with an object of forcing and requiring Boulevard to recognize and bargain with the Respondent as the collective-bargaining representative of Boulevard's employees, or forcing or requiring Boulevard's employees to accept and select the Respondent as their collective-bargaining representative, although the Respondent was not currently certified as such representative, and a valid election under Section 9(c) of the Act having been held within the preceding 12 months, the Respondent engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(7)(B) of the Act.

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

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and the entire record in the case, it is recommended that Respondent, Knitgoods Workers' Union Local 155, International Ladies Garment Workers Union, AFL-CIO, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Picketing, or causing to be picketed, for a period of 1 year from April 6, 1967,³ Boulevard Knitwear Corp., Long Island City, New York, an object thereof being to force or require Boulevard Knitwear Corp. to recognize or bargain collectively with the Respondent, or to force or require the employees of Boulevard to accept or select the Respondent as their collective-bargaining representative.

(b) Picketing, or causing to be picketed, Boulevard Knitwear Corp., for any of the above-mentioned objects, where within the preceding 12 months a valid election under Section 9(c) of the Act has been conducted which the Respondent did not win.

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

(a) Post at the Respondent's business offices and meeting halls, copies of the attached notice marked "Appendix."⁴ Copies of said notice, to be furnished by the Regional Director for Region 29, after being duly signed by the Union's representative, shall be posted by the Union immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Union to insure that said notices are not altered, defaced, or covered by any other material.

(b) Mail to the Regional Director for Region 29, signed copies of the aforementioned notice for posting by Boulevard Knitwear Corp., if it is willing, in places where notices to employees are customarily posted. Copies of said notice to be furnished by the aforesaid Regional Director, shall, after being signed by the Union as indicated, be returned forthwith to the Regional Director for disposition.

⁴ 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."

(c) Notify said Regional Director, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith.⁵

⁵ In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify the Regional Director for Region 29, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith"

APPENDIX

NOTICE TO ALL MEMBERS OF KNITGOODS WORKERS' UNION LOCAL 155, INTERNATIONAL LADIES GARMENT WORKERS UNION, AFL-CIO, AND TO ALL EMPLOYEES OF BOULEVARD KNITWEAR CORP.

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, for a period of 1 year from April 6, 1967, picket or cause to be picketed, Boulevard Knitwear Corp., Long Island City, New York, wherein an object thereof is to force or require Boulevard Knitwear Corp. to recognize or bargain collectively with us, or its employees to accept or select us as their collective-bargaining representative.

WE WILL NOT picket, or cause to be picketed, Boulevard Knitwear Corp., Long Island City, New York, wherein an object thereof is to force or require Boulevard Knitwear Corp. to recognize or bargain collectively with us, or to force or require its employees to accept or select us as their collective-bargaining representative, where a valid election, which we did not win, has been conducted by the National Labor Relations Board among the employees of Boulevard Knitwear Corp. within the preceding 12 months.

KNITGOODS WORKERS'
UNION LOCAL 155, INTER-
NATIONAL LADIES GAR-
MENT 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.

If members or employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 4th Floor, 16 Court Street, Brooklyn, New York 11201, Telephone 596-3535.