

**Local 3, International Brotherhood of Electrical Workers, AFL-CIO and Atlas Reid, Inc. Case 29-CC-94**

March 20, 1968

DECISION AND ORDER

BY CHAIRMAN McCULLOCH AND MEMBERS FANNING AND ZAGORIA

On December 6, 1967, Trial Examiner Gordon J. Myatt issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. He also found that the Respondent had not engaged in other unfair labor practices alleged in the complaint and recommended that such allegations be dismissed. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision.

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 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, Local 3, International Brotherhood of Electrical Workers, AFL-CIO, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order.

IT IS FURTHER ORDERED that the complaint be, and hereby is, dismissed insofar as it alleges violations of the Act not specifically found herein.

MEMBER FANNING, dissenting:

The Trial Examiner found in effect that the "common situs" picketing here viewed alone did not

show an unlawful secondary object under Section 8(b)(4)(ii)(B), but that a subsequent union statement to the secondary Gas Company employer showed a preexisting unlawful object of the picketing. This statement was made at a meeting held at the request of the Gas Company 3 days after the picketing stopped. At this meeting, after explaining that the purpose of the picketing had been to inform the public that the primary Employer (Atlas Reid) did not pay its employees the same scale that members of the Union were paid, and describing the strike as "informational," the Union made the statement in question that if the Gas Company had a lot of maintenance work there were contractors available employing union members who could be engaged for such work.

In my view, the picketing and the subsequent statement are separable, and the picketing is not necessarily tainted by the subsequent statement, particularly where, as here, the meeting at which the statement was made was held 3 days after the picketing stopped, and at the request of the Gas Company. See *International Brotherhood of Electrical Workers, Local Union No. 11 (General Telephone Company of California)*, 151 NLRB 1490 (My separate views at fn. 4); *International Brotherhood of Electrical Workers, Local Union No. 11 (L. G. Electric Contractors, Inc.)*, 154 NLRB 766 (My separate opinion at 769). Moreover, the statement in question was, in my opinion, nothing more than a polite suggestion addressed to the possibility that at that time the Gas Company might have a lot of maintenance work to be done, in which case union contractors were available who could be engaged for such work. Such a statement is hardly sufficient evidence on which to base a finding that there was a preexisting unlawful object of the picketing, which itself did not demonstrate such an object.

Moreover, even if the postpicketing statement in question is not viewed as separable from the picketing, it should also be viewed in the light of the Union's other remarks at the same meeting. There emerges, from such an overall view, picketing which itself did not show an unlawful secondary object; and a postpicketing meeting held at the request of the Gas Company 3 days after the picketing stopped, at which there was an affirmation by the Union of the lawful "area standards" purpose of the picketing, and the polite suggestion in question. The affirmation was, of course, perfectly consistent with the demonstrated purpose of the picketing itself, and the polite suggestion was perfectly consistent with *both* the demonstrated purpose of the picketing itself *and* the contemporaneous affirmation of that purpose at the meeting. Accordingly, when viewed in the entire context

of events, it cannot reasonably be concluded that the statement in question revealed a different purpose from that demonstrated by the picketing itself, so as to taint the picketing.

On the basis of the foregoing, and also in view of the Trial Examiner's recommended dismissal of the Section 8(b)(4)(i)(B) allegations of the complaint (based on the same picketing) to which no exception was filed, I would dismiss the complaint in its entirety.

## TRIAL EXAMINER'S DECISION

### STATEMENT OF THE CASE

GORDON J. MYATT, Trial Examiner: Upon a charge filed April 19, 1967,<sup>1</sup> by Atlas Reid, Inc. (hereinafter referred to as Atlas Reid), a complaint and notice of hearing was issued on June 20 against Local 3, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter referred to as the Respondent Union). The complaint alleges, in substance, that the Respondent violated Section 8(b)(4)(i) and (ii)(B) of the Act. The Respondent's answer admits certain allegations of the complaint, denies others, and specifically denies the commission of unfair labor practices. This case was tried before me on July 26 and 27 in Brooklyn, New York. All counsel were afforded full opportunity to be heard and to introduce relevant evidence. Briefs have been received from the General Counsel and the Respondent Union, and they have been fully considered by me in arriving at my decision in this case.

Upon the entire record in this case, including my evaluation of the testimony of the witnesses based on my observation of their demeanor and the relevant evidence, I make the following:

### FINDINGS OF FACT

#### I. JURISDICTIONAL FINDINGS

Atlas Reid, Inc., was incorporated in July 1966. Prior to its formation, Authur Miller, vice president and principal shareholder in Atlas Reid, operated a proprietorship doing business under the name of Atlas Electric Company. Reid was an employee of Atlas Electric Company and a member of the Respondent Union. Some time prior to July 1966 Reid resigned from the Respondent Union and became an officer and part owner of Atlas Reid. As such, Reid was the holder, on behalf of the corporation, of the license to perform electrical contracting in the city of New York. In September

1966 Miller relinquished his license as an electrical contractor doing business as Atlas Electric Company and that firm went out of business. Miller then went on the payroll of Atlas Reid.

On February 5, 1967, Atlas Reid made an application to join United Construction Contractors Association, Inc. The Association is an employer's group which bargains collectively on behalf of its members and its party to a contract with Industrial Workers of Allied Trades, Local 199, affiliated with National Federation of Independent Unions. The application was accepted, and Atlas Reid executed a series of promissory notes to the Association, payable throughout the year, covering its membership dues.

The Respondent Union contends that Atlas Reid is not a bona fide member of the Association, and, even if so, that the Board should not assert jurisdiction over the Association or its members. I find these objections to be without merit. Atlas Reid applied for and, according to the credited testimony of Al Picoult, president of the Association, was accepted into membership in that organization.<sup>2</sup> The Board has asserted jurisdiction in the past over the operations of the present president of the Association. *Local 3, International Brotherhood of Electrical Workers, AFL-CIO (Jack Picoult and Al Picoult d/b/a Jack Picoult)*, 137 NLRB 1401. The Board has also asserted jurisdiction in cases involving individual members of the Association based on the fact that the Association itself is in commerce. *Local 3, International Brotherhood of Electrical Workers, AFL-CIO (Ladd Electric Corp.)*, 158 NLRB 410; *Local 25, International Brotherhood of Electrical Workers, AFL-CIO (Emmett Electric Company, Inc.)*, 157 NLRB 44; *Local 25, International Brotherhood of Electrical Workers, AFL-CIO (Sarrow-Surburban Electric Co., Inc.)*, 157 NLRB 715. The record here shows that Al Picoult is a member of a New Jersey partnership doing business under the name of Jack Picoult and has its office and place of business in Fort Lee, New Jersey. During the past 12 months this partnership had a volume of business in excess of \$1 million and received shipment of materials in excess of \$50,000 at one of its construction sites (Federal Office Building) in New York.

Although the operations of Atlas Reid, when considered alone, do not meet the Board's jurisdictional standards, I find that jurisdiction over this case exists by virtue of Atlas Reid's membership in an employer association which is itself engaged in commerce within the meaning of the Act. Accordingly, I find that Atlas Reid and the Association are employers within the meaning of Section 2(6) and (7) of the Act.

<sup>1</sup> Unless otherwise specified, all dates herein refer to 1967

<sup>2</sup> The Respondent Union's effort to discredit the testimony of Al Picoult is unconvincing. Picoult testified that the Association's executive committee acted upon Atlas Reid's application some time in the latter part of

January or the early part of February. The application itself (G C Exh 3), dated February 5, corroborates this testimony and does not warrant the inference that the Association acted before ever receiving a formal application from Atlas Reid

## II. THE LABOR ORGANIZATION INVOLVED

Local 3, International Brotherhood of Electrical Workers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

## III. THE ALLEGED UNFAIR LABOR PRACTICES

### A. *The Picketing on April 14*

On Friday, April 14, Miller of Atlas Reid went to the Clifton Distribution Center of the Brooklyn Union Gas Company located in Staten Island, New York. This installation, one of several used by the Gas Company in Staten Island, was a new facility being readied for use and the construction was nearly completed. Miller went to the site pursuant to the request of Samuel Schwartz, senior engineer of the Gas Company, who was responsible for the electrical engineering at the Distribution Center. Miller was instructed to familiarize himself with the location and arrangement of the electrical equipment and conduits at the plant in order to gain firsthand knowledge of the system in the event that he was called in at some future date to perform maintenance work.<sup>3</sup> Miller drove a truck clearly marked with the name of Atlas Reid and arrived at the plant some time before noon. He parked the truck on Bay Street, a main thoroughfare running along one side of the Gas Company's property. The only entrance to the plant was through a gate facing a little traveled side street bordering another side of the facility. This latter street, Willow Avenue, intersected with Bay Street.

Inside the plant Miller checked over blueprints with engineers employed by the Gas Company and examined the electrical equipment. The engineers were having difficulty with certain lights blowing out on the switchboard, and Miller proceeded to check the equipment to see if he could locate the cause of the problem.<sup>4</sup> While Miller was making his inspection, James McCarren, business representative of the Respondent Union, came into the plant and observed Miller checking equipment with a voltmeter.<sup>5</sup> McCarren left and ordered a picket line set up outside the gate on Willow Avenue. The picket line was noticed by Charles Boss, inspector of new construction for the Gas Company, at approximately 2:30 p.m. The pickets were carrying signs which contained the following legend:

#### To the Public

The electricians employed by Atlas Reid Electrical contractors receive wages, terms and

conditions of employment less than those received by Local 3 of the IBEW, AFL-CIO. Boss placed a telephone call to Schwartz informing him of the picketing. Approximately 45 minutes later Shwartz called Boss back and instructed him to ask Miller to leave the Gas Company's property. Miller complied with this request, and the picketing ceased immediately after he left.

### B. *The Picketing on April 15*

On April 15 the Respondent Union continued to picket although no one from Atlas Reid appeared or was scheduled to appear at the Distribution Center.<sup>6</sup> McCarren was not at the union office that morning, and the general supervision of the picketing was left to Joseph Carey, a rank-and-file member of the local. Although he was not at the Distribution Center when the picketing began that day, Carey testified that he drove over to the site at approximately 11:15 a.m. He stated that he asked the pickets if they had seen anyone from Atlas Reid on the property, and, when informed that they had not, he instructed the pickets to pack up their signs and leave. Carey further testified that later that afternoon he had occasion to drive past the Distribution Center and noticed that none of the pickets were present. Boss, on the other hand, testified that he had received a report the following Monday from one of the Gas Company's employees that the picketing continued until 4:30 in the afternoon. Miller testified that he drove to the property at approximately 1 p.m. that day and parked on Willow Avenue. Miller was in his private car which did not bear any markings of Atlas Reid. Miller stated that he remained parked at that spot for approximately 5 minutes and he observed the pickets patrolling in front of the gate.

### C. *The Picketing on April 17*

The picketing resumed on April 17. Boss testified that as he came to work at approximately 8:15 that morning he informed the pickets that Atlas Reid was not on the premises, but received no response. At approximately 12 noon Miller again visited the Distribution Center in his private car. Miller parked on Bay Street and proceeded to Willow Avenue on foot where he snapped a picture of one of the pickets. Some time thereafter, McCarren received a telephone call at the union office from one of the pickets who stated that they had seen Miller but could not find the Atlas Reid truck. The picket informed McCarren that Miller was "playing peek-a-

<sup>3</sup> Atlas Reid performed maintenance work for the Gas Company at other installations in Staten Island. The Gas Company had an arrangement, described by Schwartz as a "blanket order," under which it could call upon Atlas Reid's services for a period of a year whenever needed.

<sup>4</sup> Although Miller was not called in to make any specific repairs at this time, he testified that he was intrigued by the problem and made an ex-

amination of the blueprints and equipment in order to see if he could suggest a possible solution.

<sup>5</sup> McCarren was at the Distribution Center to check out a report that Atlas Reid was doing some work for the Gas Company. He testified that as he approached the property he saw someone, other than Miller, take a meter box from Atlas Reid's truck and enter the plant.

<sup>6</sup> The pickets were unemployed members of the Respondent Union.

boo" and they thought that he was "trying to set them up." McCarren then instructed the pickets to leave until it could be ascertained that Miller or someone from Atlas Reid was on the Gas Company's premises.<sup>7</sup> All picketing of the Distribution Center then ceased.

#### D. *The Meeting Between McCarren and the Gas Company Officials*

On April 20, McCarren met with several officials of the Gas Company, including Schwartz. The Gas Company's officials had requested the meeting, and it was held at their main office in Brooklyn, New York. Schwartz testified that McCarren explained that the purpose of the picketing (which had terminated several days before the conference) was to inform the public that Atlas Reid did not pay its employees the same scale that members of the Respondent Union were paid. According to Schwartz, McCarren described the picketing as "informational" and stated that if the Gas Company had a lot of maintenance work, there were contractors available employing Local 3 members who could be engaged for such work. McCarren, on the other hand, testified that the suggestion did not originate with him, but rather that he was asked by one of the officials of the Gas Company if Local 3 had contractors who did electrical maintenance work, and he replied in the affirmative. The Gas Company officials informed McCarren that they were satisfied with the services of Atlas Reid and had no intention of discontinuing them at that time.<sup>8</sup>

#### CONCLUDING FINDINGS

The General Counsel argues that the picketing here violated the provisions of Section 8(b)(4)(B) of the Act. The General Counsel takes the position that the picketing did not conform with the requirements of *Moore Dry Dock*.<sup>9</sup> The cornerstone of this argument is the assumption that Atlas Reid was not engaged in its normal business at the Distribution Center, and the requirements of *Moore Dry Dock* automatically dictate the finding of a violation. In my judgment this approach does not fully meet the problem as it suggests no more than a mechanical application of the conditions set forth in *Moore Dry Dock* without due regard for all of the circumstances found in the instant case. Both the Board and the courts have stated that the requirements of *Moore Dry Dock* are not to be applied on a *per se* basis, but are to be regarded as aids in determining the underlying question of statutory violations. *New Power Wire and Electric Corp.*, 144 NLRB 1089,

enfd in part 340 F.2d 71 (C.A. 2); *Plauche Electric, Inc.*, 135 NLRB 250. Cf. *Local 761, International Union of Electrical, Radio and Machine Workers, AFL-CIO [G.E. Company] v. N.L.R.B.*, 366 U.S. 667. Applying this to the facts of the instant case, it thus becomes necessary to consider the totality of the circumstances surrounding the picketing.

On Friday, April 14, Atlas Reid gave every appearance of being engaged in work at the Distribution Center, although the record clearly indicates that Miller was merely to become familiar with the layout and the electrical equipment in order to be in a position to render future maintenance service. Thus, when McCarren went into the plant, he saw Miller examining equipment and using a voltmeter—one of the tools of his trade. The picket signs left no doubt that Atlas Reid was the Employer with whom the Respondent Union had a dispute, and the picketing that day occurred only when Atlas Reid was at the Distribution Center. Although the General Counsel makes much of the fact that the picketing took place on Willow Avenue, a little traveled street, and not only on Bay Street, a major thoroughfare bordering one side of the property, I find this to be of little consequence. The only entrance to the property was through a gate on Willow Avenue and hence the picketing was, in my judgment, "reasonably close" to the location of the situs.

The following day the Respondent Union began picketing when there was no indication that Atlas Reid was or would be at the Distribution Center. Although Miller testified that he parked across from the Brooklyn Union property at approximately 11 a.m. and observed the picketing, there is nothing in the record to show that pickets were aware of his presence or that they reported this to the union officials. Whether the picketing ceased on Saturday at 11:15 a.m. (as reported by Carey) or at 4:30 p.m. (as reported by Boss) is of little significance. More important is the fact that the Union did picket that day when Atlas Reid was not at the situs, and when there was no indication that Atlas Reid would appear.

The facts are further complicated, however, by the events that took place on Monday, April 17. Again the picketing began when Atlas Reid was not at the Distribution Center, and the pickets were so advised by Boss, at approximately 8:15 a.m. Miller, however, did appear at approximately 12 noon, and was seen by the pickets as he watched them from behind parked cars and took photographs. It is clear that the picketing ceased shortly thereafter once the Respondent Union was assured by officials of the Gas Company that Atlas Reid was not performing work at the Distribution Center.

<sup>7</sup> McCarren had also received a call that morning from an official of the Gas Company advising him that Atlas Reid was not working at the Distribution Center.

<sup>8</sup> In spite of this statement, the Gas Company decided to use its own employees for maintenance work at the Distribution Center. Schwartz

testified that the Gas Company "felt as long as there was some conflict going on, that it would be in the best interest of the gas company to try not to have either Local 3 or Atlas Reid on the Property."

<sup>9</sup> *Sailors' Union of the Pacific, AFL (Moore Dry Dock Company)*, 92 NLRB 547.

Were this all, I might very well be constrained to find that the General Counsel had failed to meet the burden of establishing a violation of Section 8(b)(4)(B) by a clear preponderance of the substantial evidence. The picketing commenced on April 14 when Atlas Reid was ostensibly engaged in work at the jobsite, and the signs clearly indicated that the dispute involved only that Employer. Although Atlas Reid did not perform any work at the Distribution Center on April 15 and 17, Miller did appear at the site on the latter date and was seen by the pickets. But whether his mere presence in these circumstances is sufficient to bring the picketing under the rational of *New Power Wire* is a matter which I need not determine here, because this does not take into consideration all of the circumstances surrounding the picketing. There is the additional factor of the meeting on April 20 between McCarren and the officials of the Gas Company. It was during this meeting that McCarren informed the Gas Company officials that if maintenance work were involved, electricians employing members of the Respondent Union could be engaged. Although McCarren claims that he made this statement in response to a question put to him by the officials rather than as a positive "suggestion" concerning employing Local 3 members for the maintenance work, I do not credit him in this regard. His explanation of the purpose of the so-called "informational picketing" coupled with the statement that contractors employing his Union's members were available is sufficient, in my judgment, to tilt the balance in favor of establishing a violation. I find it reasonable to infer from McCarren's comments that the Respondent Union was not only protesting the fact that Atlas Reid did not meet the area standards with respect to wages and working conditions, but was also seeking to cause the Gas Company to cease using Atlas Reid's services at the Distribution Center. Moreover, this inference is consistent with the manner in which the picketing occurred. It was only on the first day that the union officials made an effort to ascertain that Atlas Reid was on the site engaged in some sort of work. The following Saturday and Monday the picketing commenced when there was no visible indication that Atlas Reid was present; nor did the Union have any information at that time which could have reasonably led it to believe that Atlas Reid would be at the Distribution Center. In my judgment, this far outweighs any effect that Miller's return visit to the site in his private car may have had. On balance therefore, I find that one of the objectives of the picketing was to force the Gas Company to cease doing business with Atlas Reid. Such picketing restrains and coerces a secondary

employer and violates Section 8(b)(4)(ii)(B) of the Act. *International Brotherhood of Electrical Workers, Local Union No. 11, AFL-CIO, et al. (L.G. Electric Contractors, Inc.)*, 154 NLRB 766; *Local 254, Building Service Employees International Union, AFL-CIO (Herbert Kletjian, d/b/a University Cleaning Co.)*, 151 NLRB 341; *Building Service Employees International Union, Local No. 105 (Industrial Janitorial Services, Inc.)*, 151 NLRB 1424. Nor does the fact that the Respondent Union may have had a lawful concurrent objective at the time of the picketing relieve it of the consequences of the unlawful conduct. *L.G. Electric Contractors, Inc., supra*; *Northeastern Indiana Building and Construction Trades Council (Centlivre Village Apartments)*, 148 NLRB 854, enforcement denied on other grounds 352 F.2d 696 (C.A.D.C.). Accordingly, I find that under all of the circumstances of this case, the Union violated Section 8(b)(4)(ii)(B) of the Act.

The complaint also alleges that the Union violated 8(b)(4)(i)(B) of the Act in that the picketing induced and encouraged employees of the Gas Company and other employers to refuse to perform services. I am not persuaded that the facts support this contention. Picketing which coerces or restrains an employer does not automatically compel the conclusion that it also induces or encourages employees to make a common cause with the union for an unlawful objective. *Upholsterers Frame & Bedding Workers Twin City Local No. 61, etc. (Minneapolis House Furnishings Co.)*, 132 NLRB 40, 40-41, enforcement denied 331 F.2d 561 (C.A. 8);<sup>10</sup> *United Wholesale and Warehouse Employees, Local 261, etc. (Perfection Mattress & Spring Company)*, 134 NLRB 931, reversed in part 321 F.2d 612 (C.A. 5).<sup>11</sup>

In the instant case, the picketing on the first day occurred when Atlas was apparently engaged in work at the situs and ceased when Atlas left. The picket signs themselves, if viewed in isolation, were lawful area standard signs. While it is true that the picketing occurred on Saturday and the following Monday when Atlas Reid was not at the Distribution Center, it is also true that no work stoppages occurred.<sup>12</sup> Neither the pickets nor the officials of the Respondent Union spoke to any of the employees entering or leaving the premises. Nor was there any appeal to enlist their support even though the employees of the electrical contractor performing the construction work at the Distribution Center were members of the Respondent Union. Consequently, there is nothing in this record beyond the actual picketing itself which can be said to support the conclusion that the Respondent Union violated Section 8(b)(4)(i)(B) of the Act.

<sup>10</sup> Although enforcement was denied in this case, the Board's ruling that there was no violation of subsection (i) of Section 8(b)(4)(B) was not contested before the court.

<sup>11</sup> While the Court of Appeals for the Fifth Circuit disagreed with the Board's determination that the picketing did not violate 8(b)(4)(i)(B), I

am nonetheless required to follow the Board's precedent. Moreover, there is disagreement among the various courts of appeals on this very point.

<sup>12</sup> I am aware that picketing need not succeed in causing work stoppages in order to constitute a violation, but, in the circumstances of this case, this is a factor which should be considered in determining motivation.

Weighing all of the factors present in this case, I am of the opinion that this is not sufficient to establish that the Respondent Union induced and encouraged or intended to induce and encourage employees of other employers to cease performing services in order to cause the Gas Company to sever its relationship with Alas Reid.

#### CONCLUSIONS OF LAW

1. Atlas Reid, Inc., by virtue of its membership in United Construction Contractors Association, Inc., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Local 3, International Brotherhood of Electrical Workers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By picketing at the Clifton Distribution Center on April 14, 15, and 17, the Respondent Union threatened, coerced, and restrained the Brooklyn Union Gas Company with an object of forcing or requiring that employer to cease doing business with Atlas Reid, Inc.

4. The Respondent Union has not engaged in conduct which violates Section 8(b)(4)(i)(B) of the Act.

5. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### THE REMEDY

Having found that the Respondent Union has engaged in certain unfair labor practices, I shall recommend the issuance of an order that it cease and desist therefrom, and that it take certain affirmative action designed to effectuate the policies of the Act.

The General Counsel requests a broad order in this case covering any future unlawful secondary activity by the Respondent Union. In support of this request, the General Counsel cites several cases in which the Respondent Union was found to have violated the provisions of Section 8(b)(4) of the Act. In each instance the employers involved were parties to a collective-bargaining agreement with Industrial Workers of Allied Trades, Local 199, affiliated with National Federation of Independent Unions. If the activity here were such that it involved a flagrant violation of the secondary boycott

provisions of the Act, I would be inclined to grant the General Counsel's request. But the circumstances of this case will not, in my judgment, support an order extending beyond the specific conduct which I have found to be unlawful. Accordingly, I shall deny the request for a broad order.

Upon the foregoing findings of fact and conclusions of law, and upon the entire record in this case, I recommend pursuant to Section 10(c) of the Act the following:

#### RECOMMENDED ORDER

Local 3, International Brotherhood of Electrical Workers, AFL-CIO, its officers, agents, representatives, successors, and assigns, shall:

1. Cease and desist from threatening, coercing, or restraining Brooklyn Union Gas Company, or any other person engaged in commerce or in an industry affecting commerce, where an object thereof is to force or require Brooklyn Union Gas Company, or any other person to cease doing business with Atlas Reid, Inc.

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

(a) Post at its business offices and meeting halls copies of the attached notice marked "Appendix."<sup>13</sup> Copies of said notice, on forms provided by the Regional Director for Region 29, after being duly signed by an authorized representative of the Respondent Union, shall be posted 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 to insure that said notices are not altered, defaced, or covered by any other material.

(b) Sign and mail copies of said notice to the Regional Director for Region 29 for posting by Brooklyn Union Gas Company, if willing, at its Clifton Distribution Center in Staten Island, New York.

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

IT IS FURTHER RECOMMENDED that the allegations of the complaint be dismissed insofar as they allege violations not found herein.

<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" 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 Ap-

peals 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 said Regional Director, 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 LOCAL 3,  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL-CIO, AND BROOKLYN UNION  
GAS COMPANY

LOCAL 3, INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS,  
AFL-CIO  
(Labor Organization)

Dated

By

(Representative) (Title)

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 threaten, restrain, or coerce Brooklyn Union Gas Company, or any other employer or person engaged in commerce or in an industry affecting commerce, where an object thereof is to force or require them to cease doing business with Atlas Reid, Inc.

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, 4th Floor, Brooklyn, New York 11201, Telephone 596-3535.