

Pix Manufacturing Company, Division of Phillips Electronics & Pharmaceutical Industries Corp. and Terry E. Cosgrove and Carl R. Hoffman and Local 102, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Party to the Contract. Case 22-CA-3737

February 10, 1970

DECISION AND ORDER

BY CHAIRMAN McCULLOCH AND MEMBERS
FANNING AND JENKINS

On September 8, 1969, Trial Examiner William W. Kapell 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. Thereafter, the Union, a party to the contract, filed exceptions and supporting brief and a motion to reopen the record. The General Counsel filed a memorandum in opposition to the Union's motion.

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, the motion,¹ 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 hereby adopts as its Order the Recommended Order of the Trial Examiner, and orders that the Respondent, Pix Manufacturing Company, Division of Phillips Electronics & Pharmaceutical Industries Corp., Murray Hill, New Jersey, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

¹After the issuance of the Trial Examiner's Decision, the Union filed a motion to reopen the record for the purpose of taking additional testimony on the accretion issue. The General Counsel opposed the motion because it asserts bare conclusions without particularizing the evidence the Union expects to adduce at a new hearing. We find merit in the General Counsel's position and hereby deny the Union's motion to reopen the record.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

WILLIAM W. KAPPELL, Trial Examiner: This matter, a proceeding under Section 10(b) of the National Labor Relations Act, as amended, herein called the Act, was heard at Newark, New Jersey, on June 23, 1969, with all parties participating pursuant to due notice upon a complaint¹ issued by the General Counsel on May 23, 1969. The complaint, in substance, alleges that Pix Manufacturing Company, Division of Phillips Electronics and Pharmaceutical Industries Corp., hereafter referred to as Pix, Respondent, or Company, engaged in unfair labor practices in violation of Section 8(a)(1), (2), and (3) of the Act since March 4, 1969, by (1) recognizing and negotiating with Local 102, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereafter called Teamsters, as the exclusive bargaining representative of its production and maintenance employees; (2) requiring its production and maintenance employees and applicants for employment to execute authorizations or membership applications in favor of Teamsters as a condition of retaining and obtaining employment; and (3) checking off dues, initiation fees, and assessments for Teamsters, from the pay of its employees, notwithstanding that Teamsters has not been the duly designated or selected representative of said employees and has not represented an uncoerced majority of Respondent's production and maintenance employees. In its duly filed answer Respondent denied the commission of any unfair labor practices, and alleged that, pursuant to an arbitration award the recognition clause of the collective-bargaining contract between Electrical Industries, a division of Phillips Electronics and Pharmaceutical Industries Corp., and Teamsters, the production and maintenance employees of Respondent were found to be covered by said recognition clause, that subsequent to March 4, 1969, it discussed the implementation of the arbitration award with Teamsters, and that in May 1969 it checked off certain dues for Teamsters from employees who executed proper written authorizations therefor. Teamsters, following the granting of its motion to intervene, based on the ground that its interests were affected, filed an answer of general denial.

All parties were represented and were afforded an opportunity to adduce evidence, to examine and cross-examine witnesses, and to file briefs. A brief was received from the General Counsel and has been carefully considered. Upon the entire record in the case, and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. COMMERCE

Pix, a division of Phillips Electronics, Inc., is located in a plant in Murray Hill, New Jersey, where it is engaged in the manufacture and sale of metal stampings and wire forms to customers in the electronic industry. In the course and conduct of its business operations, it annually sells and distributes such products valued in excess of \$50,000, directly to points outside of New Jersey. I find, and Respondent admits, that, at all times material herein, Pix has been engaged as an employer within the meaning

¹Based upon a charge filed on March 7, 1969, by Terry E. Cosgrove and Carl R. Hoffman.

of Section 2(6) and (7) of the Act.

II THE LABOR ORGANIZATION INVOLVED

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

III THE UNFAIR LABOR PRACTICES

A Background

North American Phillips Corporation is the parent company of Phillips Electronics & Pharmaceutical Industries Corp., which consisted of two divisions. Pix and Electrical Industries, hereafter called E.I. About January 1969, Phillips Electronics & Pharmaceutical Industries Corp. organized a new corporation called Phillips Electronics, Inc., and Pix and E.I., the two companies directly involved herein, thereupon became divisions of this new corporation.

Prior to about November 1, 1968, and for many years, Pix operated three plants, one located at 75 Hudson Street, Newark, New Jersey, and the other two located on Dickerson Street around the corner from the Hudson Street plant. On or about November 1, 1968, the Newark plants were closed and relocated about 10 miles away in Murray Hill, New Jersey, where it continued to perform the same work in a building located at 675 Central Avenue, about 135 feet from a building on the same street occupied by E.I.² In the area between them each building has its own driveway, separated by an island, and there is a motor drive connecting both of these driveways.³ Of the 79 employees at the Pix Newark plants, 54 moved to Murray Hill, and the rest of its approximately 87 employees were hired after its relocation. Currently, 45 of its relocated employees are on Pix's payroll.

In January or February 1969, about 30 E.I. glass and ceramic workers, their supervisors, and office clericals moved into a subleased part of Pix's building.⁴ The subleased space is considerably less than that retained by Pix and is partitioned off by a solid wall in which there is a connecting door. Pix and E.I. each have their own maintenance crew under the supervision of a leadman in Pix's building. The crews are kept separate except in emergencies. Jack Bonner, hired by Pix as the plant engineer for its building, has overall supervision over both maintenance crews. Pix's maintenance crew called Machine and Building Maintenance is basically more skilled than E.I.'s crew, and services the building's air-conditioning and heating equipment as well as Pix's presses and other equipment. The restrooms and cafeteria are used jointly by all the employees in the building.

Pix has a general manager, Kenneth Swoboda,⁵ who is responsible for the hiring and discharging of Pix's employees and has no authority over E.I.'s employees. E.I., although not a corporate entity, is managed by

"President" Ferraid.⁶ Pix and E.I. do not interchange employees with respect to their functions.⁷ E.I.'s material consigned to its subleased quarters in Pix's building is usually received at Pix's receiving dock by a Pix employee who then calls an E.I. supervisor to remove the materials from the dock. Pix's receptionist receives telephone calls on two tielines between the Pix and E.I. buildings, and at times connects such calls to E.I. employees. Also, occasionally the receptionist places long-distance calls on behalf of E.I. employees. Because of a market shortage in copper core, which is used by both companies, such purchases are made on behalf of both companies by a parent purchasing agent in order to safeguard their respective supplies. E.I. and Pix have the same category of employees such as factory workers, press operators, and diemakers, but they are not interchangeable where their skills are different, especially in the diemaking and press operations. The employees of both companies enjoy substantially the same fringe benefits with slight differences in life insurance and vacation benefits. Pix maintains its own personnel records, payroll, profit-and-loss statements, and job application forms.

At the time of its relocation and for many years prior thereto,⁸ the employees of Pix were not represented by any union, but it appears that in June 1968 Teamsters attempted to solicit some Pix employees at its Newark plants.

In 1964, Teamsters was certified as the exclusive bargaining representative of E.I., and their current bargaining contract which expires on June 10, 1970, contains the following recognition clause:

The Employer recognizes the Union as the sole and exclusive bargaining agent for a bargaining unit of employees as certified in National Labor Relations Board proceedings, Case No 22-RC-2467, which bargaining unit includes all production and maintenance employees, including shipping and receiving employees employed at the Employer's plant located at 691 Central Avenue, Murray Hill, New Jersey. Excluded from the aforementioned bargaining unit and not covered by this Agreement are all office clerical employees, plant clerical employees, salesmen, professional employees, guards, technical employees and supervisors as defined by the Act.

B. The Arbitration Award

In late 1968 following Pix's relocation, Teamsters demand for recognition as the bargaining representative of the production and maintenance employees of Pix pursuant to its contractual recognition clause was refused. E.I. then agreed to arbitrate the matter in accordance with the arbitration procedure in their contract. The arbitrator after opening the proceeding summoned Pix to participate because its interests were affected. Although

²Swoboda was hired and is supervised by Herbert Klein, a vice president of North American Phillips Corporation. Klein, in addition to other offices, has an office in Pix's building, which he shares with O. H. Brewster, the president of Phillips Electronics & Pharmaceutical Industries Corp.

³Ferraid is supervised by O. H. Brewster.

⁴Except that the members of the maintenance crews of each division worked jointly under Jack Bonner when Pix's building was being prepared for its relocation, and when E.I.'s subleased space in Pix's building was being made ready for E.I.'s glass form operations. Each division, however, paid for the services rendered on its own behalf.

⁵Unsuccessful attempts were made to unionize Pix's employees in 1960 and 1961.

²E.I. moved to its present location at 691 Central Avenue about 10 years ago from a plant in Newark, New Jersey, about a mile from Pix's former location.

³See G.C. Exh. 6, a diagram drawn to scale and submitted and admitted in evidence after the hearing pursuant to arrangements made therein.

⁴E.I. has about 250 production and maintenance employees, and is engaged principally in the assembly of electronic components. Currently it purchases 35 percent dollarwise of Pix's total output, consisting principally of metal stampings called "headers," which is approximately about the same percentage as before Pix's relocation.

Pix disputed the arbitrator's jurisdiction to issue an award affecting its employees and refused to consent to be bound by an award emanating from a grievance pursuant to a collective-bargaining agreement to which it was not a party, it, nevertheless, appeared and participated in the proceedings. On February 20, 1969, the arbitrator issued an award that Pix's production, maintenance, shipping and receiving employees were covered by the recognition clause in the Teamsters' contract with E.I. He found that any variances in their operations were established solely for purposes of bookkeeping by the parent corporation, that certain operational diversities in their respective functioning related to degree rather than to kind; that certain of E.I.'s ceramic and glass form workers were physically within the confines of Pix's premises; that the work being done by these employees is closely related to that being done by Pix's employees; that Pix's principal product, the "header," totaling about 50 percent of its output is sold to E.I., and other divisions of the parent company; that E.I. processes the "header" further for the benefit of the parent company; and that there was common usage by the employees of both divisions of certain facilities in Pix's building. He concluded that there was integration of all facets of the work forces, facilities, administration, common top supervision and direction of Pix and E.I., that Pix is no more than the *alter ego* of E.I., and that both constitute the employer.

C. The Implementation of the Arbitration Award

Following the issuance of the arbitration award, Pix posted a notice to its employees quoting part of the arbitration award, which stated they were covered by the recognition clause of the contract between E.I. and Teamsters, and further advising them that, due to the differences between the operations of Pix and E.I., a supplemental agreement would have to be devised to protect their wages, working conditions, welfare benefits, job security, and seniority. It also posted a separate notice prepared by Teamsters which advised Pix employees that due to the arbitrator's award payment of dues would start as of April 1, which could be accomplished by signing a checkoff slip or paying direct to Teamsters on or before April 30, 1969, and that those employees failing to pay dues by April 30 would be subject to the 30-day clause in the contract. Pix also posted a similar notice prefixed with the statement that its attorneys instructed them to post it, and that there was still an action pending before the National Labor Relations Board. At the hearing, it was stipulated that Pix recognized Teamsters pursuant to the arbitration award, and that, subsequent to the posting of the aforescribed notices, Pix for the first time received authorization and dues checkoff cards from some of its employees, and has since deducted Teamsters dues from the wages of those employees.

D. The Contentions of the Parties

Respondent takes the position that there is a binding arbitration award founded upon an accretion which it was obligated to honor.

Teamsters assert that the arbitration award complied with the criteria set forth by the Board in the *Spielberg Manufacturing Company*⁹ and *Raley's Inc*¹⁰ cases, and therefore must be honored by the Board without recourse to the merits.¹¹

The General Counsel contends that the superior authority of the Board may be invoked at any time, regardless of recourse by the parties to arbitration, on the question as to whether or not employees have accreted to an existing bargaining unit,¹² and has exercised that authority to overturn improper unit determinations via arbitration as was done in *Westinghouse Electric Corporation*, 162 NLRB 768.

E Conclusions

In *Spielberg Manufacturing Co.*, *supra*, the Board enunciated the doctrine that it would honor an arbitration award where "the proceedings appear to have been fair and regular, all parties had agreed to be bound, and the decision of the arbitration panel is not clearly repugnant to the purposes and policies of Act." The principle of honoring an arbitration award that met the specified standards was extended to representation cases in *Raley's Inc.*, *supra*. However, the Board is not precluded from adjudicating unfair labor practices which had been the subject of an arbitration proceeding and award. Thus, in *International Harvester Co (UAW, Local 98)*,¹³ the Board stated:

There is no question that the Board is not precluded from adjudicating unfair labor practice charges even though they might have been the subject of an arbitration proceeding and award. Section 10(a) of the Act expressly makes this plain, and the courts have uniformly so held. However, it is equally well established that the Board has considerable discretion to respect an arbitration award and decline to exercise its authority over alleged unfair labor practices if to do so will serve the fundamental aims of the Act. [Footnotes omitted.]

Also, in *Westinghouse Electric Corp.*,¹⁴ the Board held that "the ultimate issue of representation could not be decided by the Arbitrator on the basis of his interpreting the contract under which he was authorized to act, but could only be resolved by utilization of Board criteria for making unit determinations. In such cases the arbitrator's award must clearly reflect the use of and be consonant with Board standards." The Board, while giving "some consideration to the award," then applied its own criteria and made a different unit allocation.

Even assuming that the arbitration proceeding herein was fair and regular and all parties agreed to be bound, I conclude there is no merit in Teamsters position that the Board must honor the award without considering whether it clearly reflected the use of and was consonant with Board standards in determining whether Pix's production and maintenance employees accreted to the unit described in E.I.'s contract with Teamsters. Thus, the resolution of this question could determine whether or not Respondent unlawfully recognized and bargained with Teamsters as the exclusive bargaining representative of its production and maintenance employees.

Although the criteria used in resolving unit and accretion issues are quite similar, the Board has been more restrictive in their application to accretions. This is so because the resolution of competing claims for a single unit or a multiplant unit merely determines in which unit

⁹143 NLRB 256

¹¹Its position appears on the record, pp 18 and 19

¹²Citing *Carey v Westinghouse Electric Corp.*, 375 U.S. 261, 275

¹³138 NLRB 923, 925-926

¹⁴*Supra* at 771

the employees will be permitted to vote to insure them the fullest freedom in exercising the rights guaranteed by Section 9(b) of the Act. Whereas, when a claim of accretion is made to an existing unit, a favorable determination forecloses a vote and restricts the employees in the exercise of their basic right to select their bargaining representative. That right is the predominant consideration under Section 7 of the Act and is to be restricted only under "compelling conditions." See *Sunset House*, 167 NLRB No. 132; *Kinney National Maintenance Services*, 177 NLRB No. 53.

In determining whether a particular operation constitutes an accretion or a separate unit, the Board gives weight to a variety of factors, such as integration of operations, centralization of managerial and administrative control, geographic proximity, similarity of working conditions, skills, and functions, control over labor relations, collective-bargaining history, and interchangeability of employees. A variety of factors, some militating toward and some against accretion, are usually present so that a balancing of factors is necessary.¹⁵

In *Pullman Industries, Inc.*,¹⁶ similar in many respects to the instant case, the Board balanced such factors and applied its restrictive policy as follows: The intervenor, following its certification as the bargaining representative of the production and maintenance employees of the company at its Pullman, Michigan, plant, negotiated a collective-bargaining contract covering those employees, which contained, *inter alia*, an arbitration procedure. Shortly thereafter, the company opened up a new plant 18 miles away at South Haven, Michigan. When the intervenor claimed recognition as bargaining representative of the employees at the new plant, the company refused relying particularly on the fact that its bargaining contract covered only the employees at its Pullman plant. The intervenor thereupon invoked the arbitration provisions of its contract and obtained a favorable award based on an accretion in the ensuing arbitration proceeding. Meanwhile, another union filed 9(c) petitions for an election. The Board found some factors tending to support an accretion because the work was similar at both plants, supervisors, foremen, and the plant managers were transferred from the Pullman plant to the South Haven plant, some of the presses at the new plant came from the old one and some parts pressed at the old plant were then transferred to the new plant for further work, and some of the finished products were routed through the old plant for shipment. The Board, however, held that these factors were wholly insufficient to outweigh other factors present, which established that the new plant was not an accretion to the contract unit. Thus, all employees working at the new plant were new employees hired at that location, the plant was organized as a completely self-sustaining autonomous operation, it contained its own storage and maintenance facilities, its own personnel and management office, and all the facilities and equipment necessary for the complete processing of its product. The Board then concluded in view of these circumstances, and inasmuch as a single plant unit is presumptively appropriate (citing *Dixie Belle Mills, Inc.*, 139 NLRB 629), that the new plant employees should constitute a separate appropriate unit, if they so desire. It also found that a single unit of both plants may also be appropriate in view of the fact that both plants

were under the same ultimate supervision, using the same trucking facilities and raw materials, and that there was an interchange of working materials between the two plants. It therefore concluded that it would make no unit determination with respect to the employees at the new plant operations but would first ascertain the desires of these employees as expressed in the election directed therein pursuant to the filed 9(c) petitions.¹⁷

In the instant case, the factors militating against a finding of an accretion include the following: Pix's operation underwent no change by reason of its relocation to Murray Hill, and remained a completely self-sustaining autonomous operation, it continued to use its own equipment and to fabricate the same component parts in an area separated by a wall from the area subleased to E.I., following its relocation it sold approximately the same percentage of its output to E.I., a majority of its Newark employees continued in its employ, it hired new employees to replace those who declined to move to Murray Hill, there was no interchange of employees between it and E.I. in its production operations, and it maintained its managerial functions completely separated from those of E.I. and did its own hiring and firing. It is also significant to note that Teamsters never made any claim of an accretion while Pix was located in Newark.

Applying the restrictive policy of the Board in determining whether there was an accretion, I find that such factors as common ownership of both companies, including their overall control, their geographic proximity, and the joint use of such facilities as the restrooms and cafeteria, and the occasional use of Pix's receiving dock and telephone service hardly suffice to outweigh the factors militating against a finding of an accretion. I find further that Pix's employees have not been merged into nor did they become an integral part of E.I. as a result of Pix's relocation, and that to the contrary Pix's employees have retained their identity as a separate unit. I, therefore, conclude that the arbitrator's award did not clearly reflect the use of and was not consonant with Board standards. Thus, by extending E.I.'s contract to cover its employees and by recognizing Teamsters as the bargaining agent on the basis of the arbitration award, when Teamsters did not represent an uncoerced majority of its employees, Pix violated Section 8(a)(1) and (2) of the Act. By applying the union-security and checkoff provision of the contract and deducting union dues from the wages of its employees, Pix has created discriminatory conditions of employment and thereby unlawfully encouraged membership in Teamsters in violation of Section 8(a)(1), (2), and (3) of the Act. See *The Item Company*, 113 NLRB 67.

¹⁵159 NLRB 580

¹⁷See also *Dura Corporation*, 153 NLRB 592, enfd. 375 F.2d 707 (C.A. 6), where the company opened an additional plant, about 50 miles away, to manufacture products previously fabricated at its old plant for certain of its customers. The company, which was under contract with the union at the old plant, then applied their contract to the employees of the new plant, which had its own plant director and industrial relations director, did its own hiring, and handled its own payroll. While jobs at both plants were virtually interchangeable, there was, in fact, no interchange or substantial transfer between the plants. The Board found that the new plant manufacturing operations could not be viewed as functionally integrated to any significant degree with the older plant, and, accordingly, held that there was no accretion.

¹⁶See *The Great Atlantic and Pacific Tea Company*, 140 NLRB 1011, 1021

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES
UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with Respondent's operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof

Upon the foregoing findings of fact and upon the entire record, I make the following

CONCLUSIONS OF LAW

1. At all times material herein, Respondent has been engaged in commerce as an employer within the meaning of Section 2(6) and (7) of the Act.

2. At all times material herein, Teamsters has been a labor organization within the meaning of Section 2(5) of the Act.

3. By recognizing Teamsters as the bargaining representative of its production and maintenance employees pursuant to the arbitration award which was based upon a finding that its employees had accreted to the contractual unit of E.I.'s employees, Pix has engaged in unfair labor practices within the meaning of Section 8(a)(1) and (2) of the Act.

4. By applying the union-security clause of the E.I. contract to its employees and deducting Teamsters dues from their wages, Pix has discriminated in regard to the hire and tenure of employment of its employees, thereby encouraging membership in Teamsters in violation of Section 8(a)(1), (2), and (3) of the Act.

THE REMEDY

Having found that Respondent has engaged in unfair labor practices violative of Section 8(a)(1), (2), and (3) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act

Having found Respondent unlawfully assisted Teamsters, I shall recommend that it cease and desist from giving effect to Teamsters' collective-bargaining agreement with E.I., or to any modification, extension, renewal, or supplement thereto, and withdraw and withhold all recognition from Teamsters as the representative of its employees unless and until Teamsters is certified by the Board as such representative.

Having found that Respondent unlawfully deducted union dues from the wages of its employees on behalf of Teamsters, I shall recommend that Pix reimburse all of its employees for such dues or other moneys unlawfully exacted under Teamsters' contract with E.I., together with interest at the rate of 6 percent per annum computed in a manner set forth in *Seafarers International Union of North America, Great Lakes District, AFL-CIO*, 138 NLRB 1142.

Upon the basis of the foregoing findings of fact and conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I issue the following:

RECOMMENDED ORDER

Respondent, Pix Manufacturing Company, Division of Phillips Electronics, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from

(a) Recognizing or bargaining with Local 102, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the collective-bargaining representative of its production and maintenance employees, unless and until said labor organization has been duly certified by the Board as the exclusive representative of those employees.

(b) Maintaining or giving any force or effect to the contract entered into between Electrical Industries, and the aforesaid Teamsters Local, dated June 10, 1967, or any supplement thereto with respect to its employees; provided, however, that nothing in this Order shall require it to vary or abandon any wage or other substantive feature of its relations with its employees which may have been established in the performance of said contract.

(c) Encouraging membership in the aforesaid Teamsters Local or in any other labor organization by unlawfully soliciting or requiring its employees to execute union membership cards or authorizations to deduct union dues from their wages on behalf of the said Teamsters Local

(d) In any other manner unlawfully assisting the aforesaid Teamsters Local or any other labor organization in obtaining employees' membership therein

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.

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

(a) Withdraw and withhold all recognition from the aforesaid Teamsters Local as the exclusive bargaining representative of its production and maintenance employees unless and until said Local has been duly certified as such representative by the National Labor Relations Board

(b) Reimburse all its production and maintenance employees for dues and other moneys unlawfully exacted under the above-described bargaining contract, together with interest at the rate of 6 percent per annum, computed in the manner set forth in *Seafarers International Union of North America, Great Lakes District, AFL-CIO*, 138 NLRB 1142.

(c) Post at its Murray Hill, New Jersey, plant, copies of the attached notice marked "Appendix"¹⁸ Copies of said notice, on forms provided by the Regional Director for Region 22, after being duly signed by Respondent's representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 22, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith.¹⁹

¹⁸In 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"

¹⁹In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify the Regional Director for Region 22, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith"

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT recognize or bargain with Local 102, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive collective-bargaining representative of our production and maintenance employees unless and until it is certified as such representative by the National Labor Relations Board.

WE WILL NOT maintain or give any force or effect to or apply the contract which the aforesaid Teamsters Local entered into with Electrical Industries, dated June 10, 1967, or to any supplement thereto with respect to our production and maintenance employees.

WE WILL NOT encourage membership of any of our employees in the aforesaid Teamsters Local by soliciting or requiring them to execute union designation cards or authorizations to deduct union dues from their wages on behalf of said Union, or in any other manner discriminate against any employees in regard to their hire or tenure of employment, or any

term or condition of employment.

WE WILL reimburse our production and maintenance employees, former and present, for dues and other moneys unlawfully exacted under the aforesaid contract on behalf of the aforesaid Teamsters Local.

WE WILL NOT in any like or similar manner interfere with, restrain, or coerce our employees in the exercise of rights guaranteed in Section 7 of the Act

All our employees are free to become or remain, or to refrain from becoming or remaining, members of any labor organization.

PIX MANUFACTURING
Co., DIVISION OF
PHILLIPS ELECTRONICS,
INC.
(Employer)

Dated _____ By _____ (Representative) _____ (Title)

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 16th Floor, Federal Office Building, 970 Broad Street, Newark, New Jersey 07102, Telephone 201-645-2100.