

Local 295, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and Calderon Trucking Corp.
Case 29-CP-115

August 13, 1969

DECISION AND ORDER

**BY CHAIRMAN McCULLOCH AND MEMBERS
FANNING AND JENKINS**

On June 11, 1969, Trial Examiner James F. Foley issued his Decision in the above-entitled proceeding, finding that Respondent had engaged in the unfair labor practices alleged in the complaint and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, Respondent filed exceptions to the Trial Examiner's Decision and a supporting Argument.

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 proceeding 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, the brief, and the entire record in this proceeding, and hereby adopts the Trial Examiner's findings, conclusions, and recommendations.

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 295, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

JAMES F. FOLEY, Trial Examiner: This case, 29-CP-115, was brought before the National Labor Relations Board (herein called the Board) under Section 10(b) of the National Labor Relations Act, as amended (herein called the Act), 61 Stat. 136, 76 Stat. 579, against Local 295, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (herein called Respondent) by a complaint issued December 19, 1968. The complaint is premised on a charge filed by Calderon Trucking Corp. (herein called Calderon) on October 4, 1968.

It is alleged in the complaint that Respondent, in violation of Section 8(b)(7)(C) of the Act, after demanding on or about September 17, 1968, that Calderon recognize it as the bargaining representative of its drivers, and Calderon's refusal, threatened to picket Calderon, and picketed Calderon since on or about September 17, 1968, with an object of forcing or requiring Calderon to recognize and bargain with it as the collective-bargaining representative of its employees, and with an object of forcing or requiring the drivers of Calderon to accept Respondent as bargaining representative, although it has not been certified as the bargaining representative of Calderon's drivers, and did not file a valid petition under Section 9(c) of the Act within a reasonable time following the commencement of the picketing. Respondent denies the allegations of the complaint that it has engaged in conduct violative of the Act.

A hearing on the complaint and answer was held before me on March 5, 1969, in New York, New York. The parties were afforded an opportunity to present evidence, make oral argument, and file briefs. Briefs were filed by General Counsel and Respondent after the close of the hearing.

FINDINGS AND CONCLUSIONS

I. THE BUSINESS OF CALDERON

Calderon, with its principal office and place of business in New York, New York, is engaged in transporting freight and other cargo from and to the ports of New York, including the airports in New York, which are exported by shippers located in the United States to customers or consignees in countries outside the United States, and which is imported by consignees located in the United States from shippers or consignors located in countries outside the United States. During the year 1968, Calderon received gross revenue in excess of \$250,000, for hauling the above goods and materials, and received at least \$50,000 of this amount for transporting the goods and materials from plants and terminals of shippers in the United States to New York airports for shipment to customers or consignees located outside the United States. Calderon is engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and assertion of jurisdiction will effectuate the purposes of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Respondent is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. The Evidence

It is undisputed that Respondent has not been certified by the Board as the bargaining representative of Calderon's drivers, but on September 17, 1968, Respondent demanded Calderon, which had not previously recognized a labor organization as the bargaining representative of its employees, recognize it as the bargaining representative of the majority of its drivers, and Calderon refused; Respondent thereupon picketed Calderon's terminal until December 18, 1968, but did not file a petition under Section 9(c) of the Act within a reasonable time after commencement of the picketing or thereafter; on September 18, 1968, Respondent filed an

unfair labor practice charge against Calderon alleging violations of Section 8(a)(1) and (5) of the Act, and the 8(a)(1) charge was disposed of by an informal settlement agreement dated January 30, 1969, in which Calderon, while not admitting engaging in any conduct banned by 8(a)(1), agreed to refrain in the future from conduct banned by that section, and the 8(a)(5) charge was dismissed by the refusal of the Regional Director on October 28, 1968, to issue a complaint, and the denial of an appeal from the Regional Director's action by the General Counsel on December 6, 1968.

It is undisputed that the legend on the picket signs used in the picketing from September 17, 1968, until the receipt by Respondent on December 7 or 8, 1968, of the notice of the denial of the appeal from the Regional Director's action on the 8(a)(5) charge was, "The employees of Calderon Trucking Corp., are on strike. Local 295 affiliated with the International Brotherhood of Teamsters," and that the picket sign legend on and after December 7, or 8, until December 18, 1968, was "Calderon Trucking unfair to Local 295." It is also undisputed that the picketing was discontinued on December 18, 1968, when a temporary injunction order under Section 10(1) of the Act was issued by the United States District Court for the Eastern District of New York enjoining the picketing pending the disposition of the matter on its merits by the Board. The injunction order followed a stipulation by General Counsel and Respondent in the court proceeding.

Irving Calderon, secretary-treasurer of Calderon, arrived at the terminal of Calderon at approximately 8:30 a.m., on September 17, 1968. Joseph Patruzzi, Calderon's truckdriver and dispatcher, had telephoned him at approximately 8 a.m., and had informed him that some of the drivers did not report for work. Irving Calderon saw Fred Capace and four other drivers wearing picket signs described *supra*, Patruzzi, and James Costa, and Thomas Sweeney, president and business representative, respectively, of Respondent. Irving Calderon asked generally what was going on, what had brought about the strike situation.¹

Respondent's President Costa and Irving Calderon went to the latter's office and had a conversation.²

¹Fred Capace, one of Respondent's drivers, testified as a witness for Respondent, that after he had a conversation with Sweeney, apparently in the week ending September 14, 1968, he and the other four drivers who were wearing the picket signs, went to Respondent's office on Saturday, September 14, 1968, and met with Sweeney. They received cards which were, jointly, authorizations to Respondent to act as bargaining representative and applications for membership. On Tuesday morning, September 17, at approximately 7:50 a.m., they handed the cards to Sweeney. They were signed. The date of signature on four of them is September 14, 1968, and on one is August 16, 1968. I find that the latter date was intended to be September 16, 1968.

²Carl Shellman, a driver who began his employment with Calderon on July 28, 1968, testified for Respondent that Irving Calderon on seeing the employees outside as he approached the terminal, asked them what they were doing, and said that they should think of what they were doing as he could lose his business by joining the Respondent Union. Business Representative said to Irving Calderon that he was not allowed to talk to a striker, and then Calderon said he would get them \$160 a week instead of \$145 they were then getting if they would come back to work. However, in an affidavit he gave to an investigator from the Regional Office, Shellman stated that Irving Calderon did not make the employees any promises, or threaten them or interrogate them, and that he did not speak to them about the Respondent Union. Shellman was one of the four employees who decided not to strike, and left Capace as the sole striker. Shellman acknowledged the affidavit, but testified that he had been instructed by Irving Calderon to make the statement in it before the investigator from the Regional Office interviewed the employees.

Costa said to Irving Calderon that he had all the men signed up, that the Respondent Union had him, and he was going to join it. Irving Calderon asked him if he had evidence that all the men signed up, and he said he did not have to produce evidence that they all signed up. Calderon and Costa discussed briefly the Respondent's contract proposal. They then started to walk outside, and just then the drivers came in the terminal. Sweeney asked them to stay outside and talk to him, and Irving Calderon told them to do what they felt was proper. After talking to Sweeney briefly about going back outside, four of the five drivers decided to stay inside. Fred Capace, one of the five, decided to go outside with Sweeney. The drivers had listened to remarks by Patruzzi that they would receive more benefits by staying with Calderon than going with the Respondent.

Irving Calderon told the drivers that if they wanted to join Respondent Union, that was fine, and if not that was also fine, and if a majority joined Respondent Union, he would recognize it. The four drivers agreed that this was a satisfactory arrangement, and went to work. Twenty minutes later Costa and Capace were picketing. They wore the picket signs described *supra*. As stated *supra*, the picketing continued until December 18, although the picket sign legend was changed on December 7 or 8. Later in the morning of September 17, Irving Calderon went outside the plant. Costa was there, and said to Irving Calderon that Respondent would continue to picket until Calderon signed a contract or went out of business. Irving Calderon had a conversation with Costa on September 20, 1968. Costa said to him that if he agreed to sign a contract, he would not have to do it officially for 6 months thereafter, and when that occurred, benefits under the contract would be waived for 1 year. Calderon said that the men did not want the Respondent Union, but if they did he would recognize it as he would not want to deprive them of benefits under a contract. Costa then said the drivers did not have to join until 30 days after the contract was signed, but if they did not join at that time, Calderon could fire them. Irving Calderon did not answer. He testified he did not believe that he could fire the drivers. Costa made this same statement to Irving Calderon on October 14, 1968. Irving Calderon testified that from time to time Costa said to him that if he signed a contract, the picketing would cease. I credit this testimony as it is un rebutted.

As stated *supra*, the Regional Director, on October 28, 1968, refused to issue a complaint on the portion of Respondent Union's unfair labor practice charge, in Case 29-CA-1463, alleging Calderon violated Section 8(a)(5) of the Act by refusing to bargain with it as the bargaining representative of its employees. The Regional Director stated in his letter notice of October 28 that the evidence tended to show that Respondent Union did not represent a

Capace, a witness for the Respondent Union, and the only employee who picketed for Respondent Union, made no mention in his testimony of Irving Calderon saying anything to the five employees wearing the picket signs other than to say they were being foolish and asked what brought about the strike situation. He testified that Patruzzi talked to the other four employees, while he was absent with Sweeney, about benefits they could obtain by not striking and staying with the Company. I do not credit Shellman's testimony about the conversation Irving Calderon allegedly had with the employees. Irving Calderon denies he said anything to the employees other than what he said generally in surprise at the presence of the pickets. I find that when he first saw them wearing the picket signs he asked in surprise what they were doing, and what brought about the strike situation, and that was all. He had no further conversation outside the terminal.

majority of employees in the unit of drivers for which it requested recognition. As stated *supra*, Respondent Union's appeal from the Regional Director's ruling was denied by the General Counsel on December 6, 1968. It was stated in the letter notice of denial that Respondent Union did not sustain the burden of establishing that the Union represented a majority of Calderon's drivers on the date it demanded recognition, for in addition to the admitted eight drivers on Calderon's payroll of September 17, 1968, there were Catropa, a regular part-time driver, and Giampa who had worked steadily as a driver since August 23, 1968. There was also the finding that the evidence was insufficient to support Respondent Union's claim that Patruzzi exercised supervisory function as it showed he spent from 65 to 75 percent of his time as a driver, with the remainder of his time devoted principally to preparing and coordinating pickup orders for which he received extra pay, and failed to show that he gave to drivers any orders other than those connected with the routine work of picking up orders, or that he hired or fired any employees. It was concluded in the letter notice of denial that since the unit consisted of at least 10 employees, and 11 employees if Patruzzi was included, the Respondent Union's five authorization cards were not evidence that it represented a majority of Calderon's employees, and that Calderon refused to recognize it in violation of Section 8(a)(5) of the Act.

In an attempt to discover evidence to show Giampa and Catropa were not employees of Calderon on September 17, 1968, Respondent Union, on February 5, 1969, subpoenaed the records of Calderon for the hearing on the 8(b)(7)(C) complaint. Calderon, on February 28, 1969, in accordance with Section 102.31(b) of the Board's Rules and Regulations, petitioned that the subpoena be revoked on the ground that the matter subpoenaed was not related to the issues of the complaint in the 8(b)(7)(C) proceeding. The petition to revoke came before me as a preliminary matter, and I granted it insofar as the subpoena dealt with matters relating to the issue involving the number of employees in the unit on the ground that the evidence subpoenaed related to issues disposed of in Case 29-CA-1463 by the Regional Director's refusal on October 28, 1968, to issue a complaint, and the General Counsel's denial on December 6, 1968, of the appeal from the Regional Director's refusal.³

Over objection of counsel for the Charging Party, Respondent Union was permitted to offer testimony intended to show that Catropa and Giampa were not employees of Respondent on September 17, 1968, and that driver Thomas Morrow did not resume employment with Calderon until September 23, 1968, after a long absence from Calderon's employment prior to that time. Upon reconsideration of the ruling on the objection to the introduction of the evidence, I hereby reverse it, or considering the objection as a motion to strike, I grant it, as I find that I lack legal authority to consider such evidence in this proceeding in view of Section 3(d) of the Act. My consideration of this evidence in this 8(b)(7)(C) proceeding would, in effect, be tantamount to permitting the litigation of the 8(a)(5) charge after the General Counsel ruled, under the authority vested in him by Section 3(d) of the Act, that it could not be litigated.⁴

Analysis, Findings, and Conclusions

Section 8(b)(7)(C) of the Act makes illegal recognition or organization picketing by a noncertified labor organization which does not file a petition for an expedited election within a reasonable time after the commencement of the picketing not to exceed thirty days.⁵ This section of the Act does not require the filing of a petition in the case of purely informational picketing, picketing that is not for objects of recognition or organization, picketing that is in support of a meritorious charge of a refusal to bargain violative of Section 8(a)(5) of the Act, or for recognition or organization picketing where the processes of the Board are not available to the union involved.⁶

Respondent Union began picketing Calderon on the morning of September 17, 1968, with picket signs bearing the legend of a notice by Respondent Union that Calderon's employees were on strike. The picketing continued uninterrupted until December 18, 1968, when enjoined by the United States District Court for the Eastern District of New York. The legend on the picket sign was changed on December 7 or 8, 1968, to a notice by Respondent Union that Calderon was unfair to Respondent. The language of the picket sign legend, either in its original version or its changed version, does not disclose the nature of the dispute between Calderon and Respondent.

That the object of the picketing was to force or require Calderon to recognize Respondent as bargaining representative is clearly disclosed by the conversation regarding organization Fred Capace, one of Calderon's drivers, had with Business Representative Sweeney of Respondent Union, in the week ending September 14, 1968, and the visit of Capace and four other drivers to Respondent's office on September 14, 1968, and receiving cards; the activity of the five drivers and Respondent's President Costa and Sweeney early Tuesday morning September 17, 1968, at Calderon's terminal, including the handing of five signed cards by the five drivers to Respondent's representatives, and their bearing picket signs, with the legend in its original version, brought to the terminal by Sweeney and Costa, and Costa's conversation with Irving Calderon on the latter's arrival at the terminal, in which Costa demanded recognition of Respondent as the bargaining representative of Calderon's drivers; the picketing by Sweeney and Capace, which was to continue until December 18, when four of the drivers ceased picketing and came in to the terminal and began work, following Patruzzi's talk to them, and after Irving Calderon, in the terminal, had said to them that if a majority of the drivers wanted the Respondent to represent them he would sign a contract; and Costa's statement to Irving Calderon later in the morning of September 17 that the picketing would continue until Calderon signed a contract or went out of business, his offer to Irving Calderon on September 20, and October 14, 1968, that if Calderon agreed to sign a contract it would not have to be signed until 6 months later, and on the signing of the contract benefits under it would be waived for one year, and the statement Costa made to Irving Calderon many times during the picketing that if

³*Intl Hod Carriers, etc., Local 840, AFL-CIO, and Blinne Construction Company*, 135 NLRB 1153.

⁴*Chefs, Cooks, Pastry Cooks & Assistants, Local 89, etc., and the Stork Restaurant*, 135 NLRB 1173, *Hod Carriers, Local 840, supra*, *The Vila-Barr Company*, 157 NLRB 588.

⁵*Times Square Stores Corp.*, 79 NLRB 361.

⁶*Times Square Stores Corp.*, 79 NLRB 361, *Wellington Mills Division v N.L.R.B.*, 330 F.2d 579 (C.A. 4), *enfg.* in part 141 NLRB 819.

Calderon signed a contract the picketing would cease.

It is undisputed that Calderon had not had collective bargaining relations with a labor organization prior to the demand made on it by Respondent, and that Respondent was not certified as the bargaining representative of Respondent's employees.

Respondent's unfair labor practice charge that it filed against Calderon on September 18, 1968, in which it alleged that Calderon refused to bargain with it on September 17, 1968, and on that date engaged in conduct violative of Section 8(a)(1) of the Act, was dismissed with respect to the 8(a)(5) allegation when the Regional Director on October 28, 1968, refused to issue a complaint on the 8(a)(5) part of the charge, and his refusal was upheld by the General Counsel's denial on December 6, 1968, of the appeal from the Regional Director's refusal. Respondent, therefore, was not picketing in support of a meritorious 8(a)(5) charge.

Respondent changed the legend of the picket sign on December 7 or 8, 1968, on receipt of notice of the General Counsel's denial of the appeal from the Regional Director's refusal to issue a complaint on the 8(a)(5) allegation, to read that Calderon was unfair to Respondent, instead of the notice that the employees of Calderon were on strike. The change in language does not disclose any change in object. The picketing continued uninterrupted.⁷ Calderon could be unfair by refusing to bargain as well as for many other reasons. Events are presumed to continue absent some intervening circumstances to show a change.⁸ Respondent did nothing apart from the change in the language of the legend to disclose any change in object behind its picketing.⁹

The original picket sign legend was on the picket sign early on Tuesday, September 17, when the initial stages of the demand for recognition began. It was not changed when the 8(a)(1) conduct allegedly occurred outside the terminal in the course of the demand for recognition. As stated, the change on December 7 or 8 did not disclose any change in object. Respondent placed in the record in this proceeding its evidence of the alleged 8(a)(1) violation. It is the testimony of Shellman. I have not credited Shellman's testimony. There is no evidence therefore to support the 8(a)(1) allegation, or the position of Respondent that the picketing was partly against the alleged 8(a)(1) violation. While the 8(a)(1) charge was disposed of by settlement agreement on January 30, 1969, Respondent was not estopped from presenting evidence regarding it in this proceeding, as it was in the case of the 8(a)(4) charge in view of General Counsel's refusal to issue a complaint, and it took the risk, therefore, that this evidence would be found not substantial or lacking in probative value.

The picketing in issue in this proceeding was on its face clearly not informational. Moreover, Respondent does not contend or argue that it was.¹⁰

The evidence shows, therefore, that Respondent engaged in the type of picketing proscribed by Section 8(a)(7)(C), and that it did not engage in picketing in support of a meritorious charge of an 8(a)(5) violation, or in informational picketing, or in picketing in support of a charge against conduct proscribed by 8(a)(1). Assuming

arguendo the picketing was in part against the 8(a)(1) violation, it would be bad in any event because an object of it was clearly to force or require Calderon to recognize Respondent as bargaining representative, or to force or require Calderon's drivers to accept or select it as their bargaining representative, although it was not certified as bargaining representative, and it did not file the petition for an election within a reasonable time from the commencement of the picketing.¹¹

IV. THE EFFECTS OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth above, occurring in connection with the operations of Calderon as set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that Respondent Union has engaged in an unfair labor practice in violation 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.

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

Conclusions of Law

1. Calderon Trucking Corp. is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. Respondent Local 295, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, is a labor organization within the meaning of Section 2(5) of the Act.
3. By picketing Calderon Trucking Corp. from September 17 to December 18, 1968, until enjoined by the United States District Court for the Eastern District of New York, with an object of forcing and requiring Calderon to recognize and bargain with Respondent as the collective bargaining representative of Calderon's employees, and forcing and requiring employees of Calderon to accept and select Respondent as their bargaining representative without filing a petition under Section 9(c) of the Act within a reasonable time after it commenced picketing on September 17, 1968, Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(7)(C) of the Act.
4. The aforesaid unfair labor practices are unfair labor practices within the meaning of Section 2(6) and (7) of the Act.

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

RECOMMENDED ORDER

Local 295, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, its officers, representatives, and agents, shall:

¹¹*Intl. Hod Carriers, etc., Local 840, AFL-CIO, and Blinne Construction Company, 135 NLRB 1153.*

⁷*See New Pioneer Club, 166 NLRB No. 82.*

⁸*N.L.R.B. v. Piqua Munising Wood Products Co., 109 F.2d 552, 554 (C.A. 6); N.L.R.B. v. National Seal Corp., 127 F.2d 776, 778 (C.A. 2).*

⁹*See Chefs, Cooks, etc., Local 89, supra.*

¹⁰*Local 239, Intl. Brotherhood Teamsters, etc., and Stan-Jay Auto Parts and Accessories Corporation, 127 NLRB 958, enf. 289 F.2d 41 (C.A. 2), cert. denied 368 U.S. 833; Chefs, Cooks, etc., Local 89, supra.*

1. Cease and desist from:

(a) Picketing or causing to be picketed, or threatening to picket or cause to be picketed, Calderon Trucking Corp. under conditions prohibited by Section 8(b)(7)(C) of the Act, where an object thereof is to force or require Calderon to recognize or bargain with the Respondent as the representative of its employees, or to force or require the employees of Calderon to accept or select the Respondent as their collective bargaining representative.

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

(a) Post in conspicuous places in the Respondent's business offices, meeting halls, and all places where notices to its members are customarily posted, copies of the attached notice marked "Appendix."¹² Copies of said notice on forms provided by the Regional Director for Region 29, shall, after being duly signed by official representatives of the Respondent, be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter. Reasonable steps shall be taken by the Respondent to insure that the copies of said notice 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 Calderon Trucking Corp., the Company willing, in places where notices to employees are customarily posted. Copies of said notice to be furnished by the Regional Director for Region 29, shall, after being signed by the Respondent, as indicated, be forthwith returned to the Regional Director for disposition by him.

(c) Notify the Regional Director for Region 29, in writing, within 20 days from the receipt of this Decision, what steps the Respondent has taken to comply herewith.¹³

IT IS FURTHER RECOMMENDED that, unless 20 days from the date of receipt of this Trial Examiner's Decision and Recommended Order, the Respondent notifies the said Regional Director, in writing, that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the Respondent to take the aforesaid action.

¹²In 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."

¹³In 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 Respondents have taken to comply herewith."

APPENDIX

NOTICE TO ALL MEMBERS OF LOCAL 295, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA AND TO ALL EMPLOYEES OF CALDERON TRUCKING 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, under conditions prohibited by Section 8(b)(7)(C) of the Act, picket or cause to be picketed, or threaten to picket or cause to be picketed, Calderon Trucking Corp., where an object thereof is to force or require it to recognize or bargain with us as the representative of its employees, or to force or require its employees to accept or select us as their collective bargaining representative.

LOCAL 295,
INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS
WAREHOUSEMEN AND
HELPERS OF AMERICA
(Labor Organization)

Dated _____ By _____ (Representative) _____ (Title)

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

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