

**Harbor Cartage, Inc. and Local 299, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 7-CA-19607**

11 April 1984

**DECISION AND ORDER**

**BY MEMBERS ZIMMERMAN, HUNTER, AND DENNIS**

On 28 January 1983 Administrative Law Judge Lowell Goerlich issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings, and conclusions as modified and to adopt the recommended Order.

The judge found Respondent Harbor Cartage, Inc. (Harbor or the Respondent) to be a successor to Seaport Transportation Company (Seaport); that, as Seaport's successor, the Respondent violated Section 8(a)(5) and (1) of the Act by unlawfully refusing to recognize and bargain with Teamsters Local 299, the bargaining representative of Seaport's drivers; and that the Respondent entered into an unlawful prehire agreement with Teamsters Local 124 in violation of Section 8(a)(2) and (1) of the Act. The Respondent excepts, contending that it was obligated to enter into the collective-bargaining agreement with Local 124, and did not act unlawfully by doing so; that the facts support a finding that it has a fundamentally different type of business operation from that of Seaport; that, at all times relevant, Local 299 has not represented a majority of Harbor's employees; and that, assuming *arguendo* Harbor is a successor to Seaport, it should not be obligated to reimburse employees for losses they may have suffered as a result of the alleged unfair labor practices. We find no merit in the Respondent's exceptions with respect to the violation findings made by the judge, which we adopt for the reasons set forth below. However, we find merit in the Respondent's contention that its backpay liability is limited to the reimbursement of any dues deducted from employee wages pursuant to its unlawful prehire agreement with Local 124.

According to the Respondent, the nature of its operation differs so substantially from that of Seaport that it cannot be found to be engaging in the same employing industry. We disagree. Harbor is owned by Andrew Paul Mesarosh, who was em-

ployed as Seaport's dispatcher at the time that company closed its freight transporting operation on 6 March 1981. When Harbor opened for business on 9 March 1981, at the same address and with the same telephone number Seaport had, it employed five drivers, three of whom were driving for Seaport when it closed;<sup>1</sup> one former Seaport clerical; and Seaport's salesman who brought with him the customers he had serviced while working for Seaport. Harbor purchased blank freight bills containing Seaport's name for about \$800 and used these supplies by attaching labels with Harbor's name over that of Seaport.<sup>2</sup>

The most striking difference between the operation of Seaport and that of Harbor is that Seaport owned and maintained its own trucking equipment,<sup>3</sup> while Harbor leases the equipment necessary to conduct its freight hauling operations.<sup>4</sup> This difference has not, however, resulted in any change in the kind of work performed by unit drivers or the type of services Harbor provides to customers. Thus, at the time that Seaport closed, it was engaged primarily in the transportation of piggyback trailers and containers and, with the exception of about one truckload a day, had gotten out of the business of handling less than truckload (LTL) freight.<sup>5</sup> Similarly, Harbor is in the business of transporting piggyback trailers and containers, and transports less than a truckload a day of LTL freight. Further, Harbor does business with all of the major shipping agents and container brokers used by Seaport, and transports many of the same commodities transported by Seaport.<sup>6</sup>

<sup>1</sup> Seaport's drivers were represented by Local 299. The parties stipulated that the appropriate unit is:

All full-time and regular part-time drivers employed by the Respondent at its Detroit offices, but excluding guards, and supervisors as defined in the Act and all other employees.

<sup>2</sup> The Respondent excepts to the judge's reliance on this fact, contending that freight bills are common throughout the industry and that all motor carriers are required by law to use them. We find it significant only to the extent that the freight bills represent the only Seaport supplies on record as being available for purchase by Harbor.

<sup>3</sup> Seaport owned about 12 to 15 tractors, 2 vans, and 6 to 8 trailers. When Seaport ceased operations, it sold its remaining equipment to "various people [and] brokers," not including Harbor.

<sup>4</sup> Given this difference it is not surprising that Harbor leased less office space than Seaport, leased neither dock space nor garage space as did Seaport, and employed no mechanics. (Seaport had employed two mechanics who were not in the bargaining unit.)

<sup>5</sup> According to the unrefuted testimony of Seaport's president, Seaport ceased handling LTL freight, which was not profitable, about 6 to 8 months before closing in an effort to save the Company.

<sup>6</sup> The evidence contains a customer list for both operations showing 162 customers for Seaport, and 218 customers for Harbor. These lists include agents and brokers, as well as producers, and have 44 names in common. The record reflects that Harbor carries for a wider variety of producers than did Seaport, in part because Alliance Shippers Association, a shipper common to both, has itself expanded operations considerably since the time it serviced Seaport. The customer lists do not indicate what volume of business is represented by any one producer.

As for operating authority, Harbor purchased,<sup>7</sup> and had transferred to it through application to the appropriate regulatory authorities, Seaport's commercial zone authority issued by the Michigan Public Service Commission, and Seaport's common carrier authority and one contract carrier permit, both issued by the Interstate Commerce Commission. Like Seaport, Harbor has a carrier bond and a custom bond to haul bonded freight.<sup>8</sup>

On these facts, we find, as did the judge, that Harbor conducts substantially the same business as Seaport, operating from the latter's former premises pursuant to the same regulatory authorities, using the same type of trucking equipment, and hauling the same type of freight for substantially the same customers.<sup>9</sup>

We further find, as did the judge, that the Respondent employed a majority of Seaport's drivers to perform its hauling work. When the Respondent commenced operations on 9 March 1981, it had in its employ five drivers, three of whom were driving for Seaport when it ceased operations on 6 March 1981. By letter dated 28 July 1981, Local 299, the bargaining representative of Seaport's drivers, demanded that Harbor, as successor to Seaport, negotiate with Local 299 regarding the wages, hours, and working conditions of the unit employees. On that date, Harbor still employed five drivers, including the three former Seaport drivers hired in March.

The Respondent contends, however, that when it hired its sixth driver in September 1981, and reached full complement, a bare 50 percent of its unit employees had worked for Seaport, and that it is therefore not obligated to bargain with Local 299 as successor to Seaport. We find no merit to that contention. When Local 299 made its bargaining demand, the Respondent had had a stable and representative driver complement for over 4 months, a majority of whom had previously worked for Seaport. We therefore find that the Respondent had essentially completed its hiring by the time Local 299 made its first bargaining demand, and that, consequently, Local 299 then represented a majority of the Respondent's drivers.

Accordingly we find that the Respondent is a successor to Seaport, that the Respondent was obli-

gated to bargain with Local 299 on and after its bargaining request of 28 July 1981, and that by failing and refusing to do so the Respondent violated Section 8(a)(5) and (1) of the Act.<sup>10</sup>

We agree with the judge that the Respondent violated Section 8(a)(2) and (1) of the Act by entering into a prehire agreement with Local 124 on 1 March 1981. However, we do not find that by doing so the Respondent incurred any backpay liability beyond that which is required to reimburse its drivers for the membership dues to Local 124 which it unlawfully withheld from their pay. A successor is ordinarily free to set the initial terms on which it will hire the employees of a predecessor<sup>11</sup> and is under no duty to bargain over initial employment terms where its offer of different terms is simultaneous with its expression of intent to retain its predecessor's employees.<sup>12</sup> Here, the Respondent announced when it hired the three former Seaport drivers that their terms and conditions of employment would be those appearing in the contract which the Respondent had signed with Local 124, and therefore different from those which the drivers had enjoyed at Seaport. Although the Respondent could not lawfully impose Local 124 on the unit employees as their bargaining representative, we find it immaterial that the terms offered and accepted by the unit employees at the time of their hire were set pursuant to an unlawful agreement with that union. The unit employees agreed to those terms as a condition of accepting employment with the Respondent. Had the Respondent offered such terms or similar ones without regard to an agreement with Local 124, it would have been free to do so under the principles of *Burns* and its progeny.

Accordingly, we find that the Respondent was under no duty to bargain with Local 299 regarding the drivers' initial employment terms and that it has incurred no backpay liability as a result of having hired Seaport's drivers under changed terms and conditions of employment.

#### AMENDED CONCLUSIONS OF LAW

Substitute the following for paragraph 7 of the judge's Conclusions of Law.

"By refusing, since on or about July 28, 1981, to bargain collectively with Local 299 as the exclusive bargaining agent of the employees in the appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act."

<sup>7</sup> The record establishes that Harbor entered into a contract to purchase these authorities from Seaport at the price of \$7500.

<sup>8</sup> There is uncontradicted evidence that the paperwork for the bonded freight Harbor transported during its first month in operation (up to 20 truckloads per day) had Seaport Transportation written on it. Also, for the first few weeks of Harbor's operation, at least one of Harbor's drivers who had worked for Seaport used his identification card, issued by the Bureau of Customs with Seaport's name on it, for personal identification when picking up, and signing for bonded freight on behalf of Harbor.

<sup>9</sup> See *Premium Foods*, 260 NLRB 708, 714 (1981), *enfd.* 709 F.2d 623 (9th Cir. 1983).

<sup>10</sup> *NLRB v. Burns Security Services*, 406 U.S. 272, 280 (1972).

<sup>11</sup> See *Burns*, *supra* at 294, 295-296.

<sup>12</sup> See *Starco Farms Market*, 237 NLRB 373 (1978).

## AMENDED REMEDY

We adopt the recommended remedy of the judge except that the Respondent's backpay liability shall be limited to the reimbursement to employees of the dues to Local 124 that it deducted from their wages pursuant to its unlawful prehire agreement with that Union, plus interest to be computed in the manner set forth in *Florida Steel Corp.*, 231 NLRB 651 (1977); see generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

## ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Harbor Cartage, Inc., Detroit, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

## DECISION

## STATEMENT OF THE CASE

LOWELL GOERLICH, Administrative Law Judge. The charge herein was filed by Local 299, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein referred to as Local 299, on July 28, 1981, and was served on Harbor Cartage, Inc., the Respondent herein, on or about July 29, 1981. A complaint and notice of hearing was issued on September 2, 1981. An amended complaint and notice of hearing was issued on October 9, 1981. Among other things, the amended complaint alleges that the Respondent is a successor in law to Seaport Transportation Company and that the Respondent, after the successorship, prematurely recognized Local 124, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein referred to as Local 124, as the exclusive bargaining representative of the Respondent's employees, and executed a collective-bargaining agreement with said Union, whereas the Respondent was obligated to recognize its predecessor's union, Local 299, as its employees' exclusive bargaining agent, all in violation of Section 8(a)(1), (2), and (5) of the National Labor Relations Act, as amended, herein referred to as the Act.

The Respondent filed timely answers denying that it had engaged in or was engaging in the unfair labor practices alleged.

The case came on for hearing in Detroit, Michigan, on July 22 and October 4, 1982. Each party was afforded a full opportunity to be heard, to call, examine, and cross-examine witnesses, to argue orally on the record, to submit proposed findings of fact and conclusions of law, and to file briefs. All briefs have been carefully considered.

On the entire record in this case, and from my observation of the witnesses and their demeanor, I make the following

## FINDINGS OF FACT, CONCLUSIONS, AND REASONS THEREFOR

## I. THE BUSINESS OF THE RESPONDENT

The Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of Michigan.

At all times material herein, the Respondent has maintained its office and place of business at 312 West End in the city of Detroit and State of Michigan, herein called the Detroit office. The Respondent is, and has been at all times material herein, engaged in the transportation of railroad piggybacks and containers. The Respondent's office located in Detroit, Michigan, is the only facility involved in this proceeding.

Since it commenced business on or about March 9, 1981, which period is representative of its operations during all times material herein, the Respondent, in the course and conduct of its business operations, performed services valued in excess of \$200,000, of which services valued in excess of \$50,000 were performed in, and for various enterprises located in, States other than the State of Michigan.

The Respondent is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

## II. THE LABOR ORGANIZATIONS INVOLVED

Local 299 and Local 124 are, and have been at all times material herein, labor organizations within the meaning of Section 2(5) of the Act.

## III. THE UNFAIR LABOR PRACTICES

Seaport Transportation Company, herein referred to as Seaport, was in the business of transporting freight locally by motor vehicle. It terminated its business on March 6, 1981. As explained by Stephen Litt, sole shareholder of Seaport and its president, "[W]e ran out of money, and the IRS came down on us, and it was a matter of either closing or have them foreclose on everything we had." At the time of Seaport's closing the officers were Litt, president; Litt's son, Mike, vice president; and Litt's daughter-in-law, Barbara, secretary-treasurer. Mike and Barbara Litt supervised the day-to-day operations. The employee complement was composed of "managerial, clerical . . . drivers and dock personnel." Five drivers were actively employed on March 6, 1981; namely, Randall Phillips, John Williamson, Douglas Bell, David Wheat, and Darrell Constantini. Five additional drivers had been on layoff for the last 5 months: Robert Steel, Steven Mickel, Kenneth McKay, David Constantini, and Richard Stinson. The clerical employees were Denise Kozanski and Kim Trackwell. Howard Barton was the salesperson and Andrew Paul Mesarosh, the present owner of the Respondent, was the dispatcher. The drivers and dock personnel were represented by Local 299. A labor agreement was in existence, which agreement expired in March 1982.

"Normally" Seaport used "regular trailers, 20 or 40 feet," either "marine containers or regular conventional vans," for transporting freight. Seaport held "commercial

zone authority which is a Michigan Public Service Commission authority," "contract authority on the Borg Warner move," and "common carrier authority to move from the eastern part of Michigan to Chicago and return." Seaport also possessed a "carrier's bond" and "a custom house license." Seaport owned "between 12 and 15 tractors, probably about two vans, and probably six to eight trailers." When Seaport ceased operations its remaining equipment was "sold off" to "[v]arious people, brokers," and "[m]ost of [the] trucks were pretty ancient and [in] pretty bad shape." Alex J. Miller, esquire, was Seaport's lawyer.

Harbor Cartage, Inc., was operated as a trucking company by Howard Barton, its sole stockholder, from the spring of 1966 to December 1, 1978, at which time it discontinued its trucking operations. At the time of Harbor's closing two truckdrivers were in its employ. Although Harbor became a nonoperating company on December 1, 1978, the corporation apparently was not dissolved but continued its corporate existence. Thereafter, Harbor remained dormant until all of its outstanding shares of stock were purchased by Andrew Paul Mesarosh from Barton on March 2, 1981, at which time Mesarosh reactivated the corporation. Harbor again commenced a local freight hauling business on March 9, 1981.

After Barton discontinued Harbor's trucking operations he went to work for Glencon Trucking as a salesperson until 1979 when he commenced employment with Seaport also as a salesperson. When Seaport ceased business Barton joined Harbor where he again was employed as a salesperson. To each of these employers Barton brought customers whom he had serviced while working for a prior employer. Thus, those customers whom he had serviced while working for Seaport became the customers of Harbor under the management of Mesarosh.

While Barton operated Harbor he first carried a contract with Local 299 (1966-1976), but when Local 124 was spun off from Local 299 in 1976 Harbor "was transferred over to 124 and the existing contract carried on." The contract was not renegotiated during the period Harbor was a nonoperating company.

Mesarosh was aware of Local 299's labor agreement with Seaport at the time Seaport ceased its trucking operations. Mesarosh had also learned from Barton that Harbor had had a labor agreement with Local 124. According to Mesarosh, "because of what Howard Barton had told [him], that he had a pre-existing contract," Mesarosh contacted Howard Proctor, president of Local 124, with whom he signed a labor agreement on March 1, 1981. Thereafter, Harbor deducted dues for Local 124.

When Harbor commenced operating on March 9, 1981, it had hired five drivers; three, Randall Phillips, Douglas Bell, and John Williamson, had worked for Seaport. Howard Barton was hired as a salesperson and Kim Trackwell was employed in the office. Both employees had worked at Seaport. Mesarosh, Seaport's dispatcher and Litt's brother-in-law, became the manager-owner of Harbor. Mesarosh explained the hiring of the drivers as follows: "It was on Saturday. It would be March 7th. Those that were interested and heard I was hiring came in on Saturday prior to my day of opening up. I ex-

plained the contract to them, that their health and welfare and their pension would be paid, and how they would be paid." Mesarosh admitted that he "told [the drivers] that in fact they were to become union members of Local 124."

While Harbor leases its trucks and has not purchased any of Seaport's moving equipment, it operates the same kind of moving equipment, tractor-trailers, which it uses, as did Seaport, for hauling containers and piggybacks. A substantial number of Harbor's customers are the same customers Seaport had serviced.<sup>1</sup> Harbor uses the same telephone number as Seaport did. Harbor purchased Seaport's blank freight bills for "around \$800.00." Seaport's "ICC authorities" were also sold to Harbor and its Michigan Public Service Commission certificate was transferred to Harbor.

Alliance Shippers subleases "approximately four hundred square feet of space" to Harbor which is the same space as was leased to Seaport by Alliance.

Harbor operates under Seaport's custom carrier's bond, which had been assigned to it by Seaport.

The parties stipulated that the appropriate unit is:

All full-time and regular part-time drivers employed by the Respondent at its Detroit office, but excluding guards and supervisors as defined in the Act, and all other employees.

As is evident from the foregoing facts, the advent of the Respondent as a revitalized operating company effected no change in the employing industry forming an appropriate bargaining unit for which Local 299 had been designated and recognized as the collective-bargaining agent and for which unit a labor agreement had been negotiated and executed by Seaport and Local 299. Since Harbor launched its trucking business in March 1981, it has performed substantially the same operations; serviced substantially the same customers; utilized the same moving equipment (tractor-trailers); hauled the same kind of freight (containers and piggybacks); occupied the same premises; used the identical telephone number, freight bills, certificate, and custom carrier's bond; and utilized a majority of the same employees in identical job classifications as did Seaport. Hence, Harbor is a successor employer to Seaport and is bound to bargain with the union, Local 299, which was the collective-bargaining agent of Seaport's employees. *NLRB v. Burns Security Services*, 406 U.S. 272 (1972). It is immaterial whether Harbor during its existence as an operating company prior to 1978 had a labor agreement with Local 124 since Harbor's "obligation to bargain with the Union over terms and conditions of employment stem[s] from its hiring of [Seaport's] employees." *NLRB v. Burns Security Services*, supra. By refusing to bargain with Local 299 on request in the appropriate unit set forth above,

<sup>1</sup> Mesarosh identified 20 former customers of Seaport with which Harbor now conducts business. Driver Phillips identified an additional 15 customers. Alliance Shippers Association, a liaison operation, continues to place business with Harbor as do the major shipping agents and brokers who dealt with Seaport; e.g., J. V. Carr, Mardell Shipping, Hub City, and W. R. Filben.

Harbor, the Respondent herein, violated Section 8(a)(5) and (1) of the Act.

Additionally, by entering into a prehire agreement with Local 124 and deducting dues for Local 124 from employees hired when Local 124 did not represent an uncoerced majority of the Respondent's employees, the Respondent violated Section 8(a)(2) and (1) of the Act. *Maritime Union v. NLRB*, 683 F.2d 305 (9th Cir. 1982).

#### CONCLUSIONS OF LAW

1. Harbor Cartage, Inc., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

2. Local 299 and Local 124 are labor organizations within the meaning of Section 2(5) of the Act.

3. The following unit constitutes an appropriate unit for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time drivers employed by the Respondent at its Detroit office, but excluding guards and supervisors as defined in the Act, and all other employees.

4. Beginning in or about 1975, Local 299 represented all driver employees and warehousemen employed by Seaport Transportation Company until that Company ceased doing business on March 6, 1981.

5. On or about March 7, 1981, the Respondent hired five truckdrivers, a majority of whom were formerly employed as truckdrivers by Seaport, and on March 9, 1981, it commenced business as a successor in law to Seaport.

6. By prematurely recognizing and executing a collective-bargaining agreement with Local 124 on or about March 1, 1981, the Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) and (2) of the Act.

7. By refusing since on or about March 9, 1981, to bargain collectively with Local 299 as the exclusive bargaining agent of the employees in the appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

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

#### THE REMEDY

It is recommended that the Respondent cease and desist from its unfair labor practices and take certain affirmative action deemed necessary to effectuate the purposes of the Act.

It is further recommended that the Respondent withdraw recognition from Local 124 as the exclusive bargaining representative of its employees; cease giving effect to the collective-bargaining agreement between the Respondent and Local 124; and recognize and bargain with Local 299 as the exclusive bargaining representative of its employees in the above-described appropriate unit and, if an agreement is reached, reduce it to writing and

sign it. Employees shall be reimbursed for any losses resulting from the Respondent's unfair labor practices.<sup>2</sup> Any sums of money due the employees shall bear interest to be computed in the manner set forth in *Florida Steel Corp.*, 231 NLRB 651 (1977) (see generally *Isis Plumbing Co.*, 138 NLRB 716 (1962)).

On these findings of fact and conclusions of law and on the entire record in this proceeding, I issue the following recommended<sup>3</sup>

#### ORDER

The Respondent, Harbor Cartage, Inc., Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Rendering unlawful support to Local 124, or any other labor organization.

(b) Maintaining, enforcing, or giving effect to any collective-bargaining agreement between the Respondent and Local 124.

(c) Refusing to recognize and bargain collectively with Local 299 as the exclusive bargaining representative of its employees in the appropriate unit described below.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act to engage in self-organization; to form, join, or assist any union; to bargain collectively through a representative of their own choosing; to act together for collective bargaining or other mutual aid or protection; or to refrain from any or all of these things.

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

(a) Withdraw recognition from Local 124 as the exclusive bargaining representative of its employees in the appropriate unit described below.

(b) Upon request, bargain collectively with Local 299 and its designated agents, as the exclusive representative of its employees in the appropriate unit, with respect to wages, rates of pay, hours of employment, and other terms and conditions of employment, and, if an understanding is reached, embody same in a written, signed agreement. The appropriate unit is:

All full-time and regular part-time drivers employed by the Respondent at its Detroit office, but excluding guards and supervisors as defined in the Act, and all other employees.

(c) Reimburse its employees for any losses they may have suffered as a result of the Respondent's unfair labor practices in the manner set forth in the section of this Decision entitled "The Remedy."

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all pay-

<sup>2</sup> As requested by the General Counsel employee losses, if any which may have been occasioned by the Respondent's unfair labor practices are left for the compliance stage of this proceeding.

<sup>3</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

roll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Post at its Detroit, Michigan facility copies of the attached notice marked "Appendix."<sup>4</sup> Copies of said notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(f) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

<sup>4</sup> If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

## APPENDIX

### NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

WE WILL NOT render unlawful support to Local 124, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other labor organization, in violation of Section 8(a)(2) of the National Labor Relations Act.

WE WILL NOT maintain, enforce, or give effect to any collective-bargaining agreement between our Company and Local 124, and WE WILL withdraw our recognition of Local 124 as the exclusive bargaining representative of our employees.

WE WILL NOT refuse to recognize and bargain collectively with Local 299, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive representative of our employees in the appropriate unit described below.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act to engage in self-organization; to form, join, or assist any labor organization; to bargain collectively through a bargaining agent chosen by them; to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from any or all such activities.

WE WILL, on request, bargain collectively with Local 299, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and its designated agents, as the exclusive representative of our employees in the following appropriate unit, with respect to wages, rates of pay, hours of employment, and other terms and conditions of employment, and, if an understanding is reached, WE WILL embody it in a signed agreement:

All full-time and regular part-time drivers employed by us at our Detroit office, but excluding guards and supervisors as defined in the Act, and all other employees.

WE WILL reimburse our employees, with interest, for any losses they may have suffered as a result of our unfair labor practices.

HARBOR CARTAGE, INC.