John C. Mandel Security Bureau Inc. *and* Raymond Leon Black. Case 29–CA–2417

March 2, 1973

DECISION AND ORDER

BY MEMBERS FANNING, KENNEDY, AND PENELLO

On October 5, 1972, Administrative Law Judge James M. Fitzpatrick issued the attached Decision in this proceeding. Thereafter, Respondent and General Counsel filed exceptions and supporting briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.

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 Administrative Law Judge and hereby orders that John C. Mandel Security Bureau Inc., New York, New York, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

DECISION

STATEMENT OF THE CASE

JAMES M. FITZPATRICK, Administrative Law Judge: This proceeding under Section 10(b) of the National Labor Relations Act, as amended, (herein called the Act) was originally consolidated with, and later severed from, another proceeding (Case 29-CB-997). This surviving case arises from charges filed June 8, 1971 (amended June 24),[1] by Raymond Leon Black, an individual, against John C. Mandel Security Bureau Inc (herein called the Respondent or Company). Based on these charges, as well as those as in Case 29-CB-997, a consolidated complaint issued August 31 alleging, *inter alia,* that the Company had committed unfair labor practices in violation of Section 8(a)(1) of the Act by promising to reinstate Black to a former job if he would cease certain protected activities, withdraw certain unfair labor practice charges filed with the Board, and not file future charges, and on another occasion by offering him a promotion to induce him to refrain from protective activities and from filing charges with the Board.[2] The complaint also alleges 8(a)(3) violations by the Company in transferring Black from a job because he engaged in concerted activities, and also later in transferring him and thereafter terminating him because he filed grievances against the Company and unfair labor practice charges with the Board, and engaged in concerted activities. Respondent filed an answer denying all the alleged unfair labor practices. The issues were tried before me at Brooklyn, New York, on June 5 and 6, 1972. At the hearing Respondent took the position that the first transfer of Black was pursuant to a reduction in force required by its client, that the second transfer was for valid business reasons, and that the termination was for cause. At the conclusion of the hearing I reserved ruling on Respondent's motion to dismiss for lack of sufficient evidence. As indicated below, I now grant that motion in part.

Upon the entire record, my observation of the witnesses, and consideration of the briefs filed by the General Counsel and the Respondent, I make the following:

FINDINGS OF FACT

I. THE EMPLOYER INVOLVED

Respondent, a New York corporation with its principal office in New York City, is engaged in and around New York City in providing guard and protective services and related services to various clients who contract for such. Approximately half of its business involves providing such services to cooperative associations operating urban renewal housing projects in the New York City area. During the past year Respondent performed guard and protective services and related services valued in excess of $50,000 outside of, and for various enterprises located outside of, the State of New York. To accomplish its services Respondent employs numerous guards. It is an employer engaged in commerce within the meaning of the Act.

II. THE EMPLOYEE INVOLVED AND HIS CONCERTED ACTIVITIES

The Charging Party, Black, was first employed by Respondent as a guard on July 14, 1970. He was discharged June 18, 1971. When first hired he was assigned to guard duty at the Arverne Urban Renewal Project, a project of the Housing and Development Administration of the city of New York. He continued to work at Arverne until April 30, 1971 when he was reassigned. He refused reassignment and for a period of about 2 weeks did no work for Respondent. On May 14, he was again assigned to work at Arverne beginning May 17 and continued working there until June 4 when he was reassigned to a development called the Luna Park Housing Project. He continued working at Luna Park until June 18 when he was discharged.

At the time he applied for employment with Respondent he indicated that he had engaged in union activity on behalf of the International Association of Machinists during his immediate prior employment as a guard with

[1] All dates herein are 1971 unless otherwise indicated

[2] No charges under Section 8(a)(4) of the Act are involved in the present matter

Beatty Protective Service and that he had been fired because of it. Nevertheless, Respondent hired him.

During his employment with Respondent Black engaged in a variety of concerted protected activities. In April he drew up, circulated among employees of the Company, and sent to the Company office a petition accusing one Lieutenant Brown, a supervisor, of unfairly assigning employees. As a result Brown was reassigned. Again in late April he circulated and sent to the office a petition accusing another supervisor, Alfonso Cuttino, of talking improperly to employees and of cutting the staff. The petition asked that Cuttino be removed as supervisor and that one George Terry be promoted to the position. Two weeks later management affected these changes. Also during April and thereafter Black and other employees (including two supervisors) discussed the subject of vacation benefits and other benefits under a collective-bargaining agreement between the Company and International Investigators and Officers Union (herein called the Union). Black was also active in early May in requesting from that Union a copy of the collective-bargaining agreement. Company management knew of this request.

Between the time of his first transfer out of the Arverne project on April 30, and his ultimate discharge on June 18, Black sought the assistance of both the Union and the Board. He first tried to begin a grievance procedure with the Union because of his April 30 transfer from Arverne. Then on May 10 he filed charges with the Board against the Union (Case 29-CB-954) claiming the Union had unlawfully refused to process his grievance. Two days later, on May 12, he filed 8(a)(1) and (3) charges with the Board against the Company (Case 29-CA-2392) based on his April 30 transfer from Arverne. The complaint herein alleges, and the answer denies, that on May 14 Inspector Sullivan, admittedly a supervisor of the Company, promised to reinstate Black at Arverne if he would cease his concerted activity withdraw the charges in both cases mentioned above, and refrain from future charges. These allegations are dealt with at a later point in this decision. On May 17 Black in fact was reassigned to Arverne and on May 19 he requested the Regional Office of the Board to approve withdrawal of his charges in those cases. The Regional Director approved withdrawal on June 3.

On June 2 Black filed a further grievance with the Union against the Company claiming backpay for the 2-week period following his April 30 transfer from Arverne. The next day, June 3, he filed further charges with the Board against the Company and the Union (Cases 2-CA-12376 and 2-CB-4991) alleging they had unlawfully entered into a collective-bargaining agreement containing an illegal union-security clause. The complaint in the present matter alleges that on June 4 the Company's Vice-President of Operations Hans Kossler offered Black a promotion to induce him to refrain from engaging in concerted activities and from filing unfair labor practices against the Company and the Union. This allegation also is dealt with later in this decision.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The April 30, Transfer from Arverne*

As noted above the complaint herein alleges that Respondent's transfer of Black from the Arverne project on April 30 violated Section 8(a)(1) and (3) of the Act. Respondent claims valid business reasons for the transfer.

As indicated above, prior to his employment with Respondent Black had worked as a guard for Beatty Protective Service. He claimed Beatty discharged him because of union activities and filed unfair labor practice charges with the Board based thereon. As a result of those proceedings he was reinstated by Beatty on April 2 and assigned to the 4 p.m. to midnight shift as a guard at the John F. Kennedy Airport. Each night thereafter he worked two jobs; upon completing his shift at midnight for Beatty, he reported to Arverne for duty with Respondent on the shift from 1 a.m. to 9 a.m.

Prior to April 30, Respondent employed about 45 guards at Arverne. About nine of these, including Black, were assigned to the 1 a.m. to 9 a.m. shift. On April 30 the total force was reduced to 19 and the 1 a.m. to 9 a.m. shift to 5 or 6. Of those on his shift, according to the uncontradicted testimony of Black, only one had more seniority than he.

The reduction at Arverne was carried out by Respondent's Inspector Sullivan directing the guards who were not kept on at that site, including Black, to report to Respondent's office for reassignment. He complained to Sullivan and threatened to file charges with the Board. But he reported to the office as directed and in doing so also complained to Respondent's dispatcher, Foye,[3] that others more junior than he had been kept on the job. He showed Foye the results of the Board proceeding against Beatty in which he had filed charges. (There is no record evidence indicating that Respondent had knowledge prior to this of Black's current employment with Beatty). He threatened to consult the Board about his transfer from the Arverne site. Foye said he would talk to Inspector Sullivan. Later Foye told Black that he had been picked for transfer from Arverne because he had two jobs.

Foye offered Black another assignment at another site on a shift commencing at 12 midnight. Black rejected this because he could not report on time while holding his other job at Beatty. Subsequently Foye offered him two other assignments both of which Black rejected for the same reason. When he complained to Foye that he was not being offered shifts he could accept, Foye declared that it was not Respondent's problem that Black had two jobs. After April 30 Black remained unemployed by Respondent until May 17 when he returned to duty at Arverne pursuant to a reassignment by Inspector Sullivan on May 14.

The General Counsel's theory is that the April 30 transfer of Black is shown to be discriminatory by the circumstances of his known concerted activities prior thereto and the failure to follow seniority as to him in the reduction at Arverne.

As to the first of these circumstances Respondent persuasively points out that it hired Black in spite of his

[3] It is not established in this record whether Foye is a supervisor

known union activity at Beatty and that it acted favorably upon both his petitions respecting Brown and Cuttino.

Concerning the whole circumstance of the April 30 reduction at Arverne, including Respondent's failure to follow seniority, the record shows that on April 13 the Director of Arverne advised Respondent that, as of April 30, it was terminating all guard service, except that beginning May 3 it required one armed guard at a cashier's cage. By negotiation Respondent was able to soften the reduction by persuading the director of Arverne that the property would suffer by elimination of all guard service and that elimination of the guard jobs would work a particular hardship on those residents of Arverne employed as guards who risked losing their place of residence as well as their employment. On April 28, as a result of these negotiations, the director or Arverne agreed to retain Respondent's services on a reduced basis on the condition that it use guards who were residents of the area. Immediately following the reduction on April 30, Respondent employed 19 guards at Arverne, 17 of whom were residents. The two exceptions were the single armed guard who needed a license for a gun, and an older, feeble man for whom Respondent at the moment had no other appropriate assignment.

Black testified that after April 30, he observed certain nonresidents on guard duty at Arverne. He could not specify the dates on which he observed these. On the other hand records of Respondent for the latter part of May, which were available in the courtroom, did not corroborate him in this. Records for May 22 and earlier were not present at the hearing; no one produced them, nor did anyone subpena them. Captain George Terry, who served as one of Respondent's supervisors at Arverne, testified, as did also Hans Kossler, Respondent's vice president in charge of operations, that the guards who served after April 30, with the two exceptions mentioned, were all residents of the Arverne area. Considering that they agreed and that the partial records support their version, I credit them and do not credit Black in the matter.

In my view the evidence produced by Respondent adequately explains the April 30 reduction at Arverne. Considering all the evidence on this point, an inference of discriminatory motive in the selection on Black for transfer is not warranted. That portion of the complaint alleging his transfer as discriminatory should be dismissed.

B. *The Promise to Reinstate Black at Arverne*

The complaint alleges and the answer denies that on May 14, Respondent violated Section 8(a)(1) by promising to reinstate Black at Arverne providing he ceased his concerted activities, withdrew unfair labor practice charges he had filed with the Board, and would not thereafter file further charges.

In addition to the activities of Black already referred to, the record shows that following his April 30 transfer from Arverne he filed with the Union a grievance against the Company based on the transfer. On May 10 he filed unfair labor practice charges with the Board against the Union (Case 29-CB-954) asserting that the Union had violated Section 8(b)(1)(A) of the Act by refusing to process his grievance.

In the meantime in early May he also requested both orally and in writing that the Union provide him with a copy of its collective-bargaining agreement with Respondent In this connection he approached one Gregory Velis, union treasurer, who was employed by Respondent as a bookkeeper. Velis asked him what he wanted the contract for. Black replied he wanted to know his rights. An argument ensued and Velis told Black he had better look for another job. On May 6 Black sent the union president a letter requesting a copy of the agreement. He also telephoned Foye, Respondent's dispatcher, and advised him he could save himself and the Company a lot of trouble if he used his influence to have Velis send a copy of the agreement. Foye agreed to see what he could do.

On May 12, Black filed with the Board 8(a)(1) and (3) charges against the Company (Case 29-CA-2392) based on his transfer from Arverne.

His return to Arverne came about in the following manner. On May 14 Black, although not on duty, was present at Arverne at a time when one Tony Garcia, an Arverne building superintendent, was complaining to Respondent's Inspector Sullivan that his shop had been robbed of tools while the guard on duty was away from his post. He threatened to take the matter up with the director of Arverne. Black intervened in an effort to persuade Garcia not to report the matter to the project director. Garcia agreed provided Sullivan returned Black to guard duty at Arverne because, in his words, nothing was stolen when Black was on the job. Sullivan concurred, promising to try to get Black back on the job. He and Black then proceeded to Respondent's office where they conferred with Respondent's vice president of operations, Kossler. Kossler was agreeable, but John Mandel Jr. (son of the owner of the Company) was reluctant because, he said, Black was a troublemaker and responsible for the uproar at Arverne including the two petitions and the unfair labor practice charges against the Company and the Union. Sullivan promised him that Black would behave himself, that there would be no more petitions, that he would mind his own business, and that he would withdraw the charges before the Board if he were reinstated. Respondent's management agreed. He was reinstated and reported for duty on Monday, May 17. On May 19, Black requested withdrawal of his charges in Case 29-CB-954 against the Union and Case 29-CA-2392 against the Company. On June 4 the Regional Director approved these withdrawals. The record does not reveal whether he was privy to the conditions of the withdrawals. Based on the foregoing I find that a condition of Black's return was withdrawal of the charges and forebearance from future charges and concerted activities. Even though Black himself may have been partially responsible for instigating this deal, future rights of employees as well as the rights of the public may not be traded away in this manner. I find that Respondent violated Section 8(a)(1) of the Act in so conditioning Black's return to Arverne. See *Kingwood Mining Co.*, 171 NLRB 125.

C. *The Promotion and Transfer*

The complaint alleges that on June 4, Respondent promoted Black in order to induce him to refrain from

engaging in concerted activities and from filing unfair labor practice charges, in violation of Section 8(a)(1), and at the same time, in violation of Section 8(a)(1) and (3), transferred him from Arverne to another project called Luna Park because he filed grievances and unfair labor practice charges, and engaged in concerted activities. Respondent denies these allegations.

On May 24, after Black's return to Arverne the Union sent him a copy of its current collective-bargaining agreement with Respondent for the period beginning April 10, 1971. Among other things, the agreement provides for compulsory arbitration of "any dispute or grievance by either of the parties." Receipt of this document, however, did not satisfy Black because he was interested in what his rights had been under the preceding contract. He then asked Foye for a copy of the old contract. Foye said Black would have to take it up with Union Treasurer Velis. Black did so and Velis promised to give him a copy of the old agreement on June 1. On June 1, Black came to Respondent's office where Velis worked for that purpose.

When he arrived John Mandel Sr., Respondent's president, asked him what he wanted. He replied that Velis had told him to pick up a copy of the old collective-bargaining agreement. Black then overheard Mandel Sr., who was out of his presence, tell Velis that Black was not entitled to a copy of the old agreement; that he was only entitled to the union bylaws. He also said that it was a mistake for Black to have a copy of the new agreement, that Velis should attempt to retrieve it from him, and that he, Mandel Sr., was not going to give Black a copy of the old agreement. Velis then did in fact request Black to return the copy of the new agreement already given him. Black refused, whereupon Velis refused to give him a copy of the old agreement. At about that point Mandel, Sr., approached Black and uttered an obscenity respecting the Union.

At that same time Black obtained forms from the Union on which he filed a grievance claiming 2 weeks' backpay from the Company for the period April 30 to May 14. In this same grievance he complained about the failure to give him a copy of the old collective-bargaining agreement. It is not clear, however, against whom this aspect of the grievance was directed.

On June 3, Black filed further charges with the Board against Respondent and the Union. These charges, filed in Region 2 of the Board (Cases 2-CA-12376 and 2-CB-4991), asserted that the collective-bargaining agreement between them contained an illegal union-security clause. The record does not show when Respondent learned of these charges.

On June 4, Respondent's Vice President Kossler wrote Black as follows:

> Your splendid performance has been brought to our attention
>
> Based on this, we promote you to the rank of Lieutenant in our organization with a corresponding raise in pay to $2.30 an hour.
>
> We request that you report to our guard office at Luna Park Housing at 2879 W 12th Street, Coney Island, Brooklyn at 1 A.M Monday. Your steady assignment will be at Luna Park Housing from 1 A.M. to 9 A.M. on Sunday, Monday, Tuesday, Friday and Saturday.

This takes effect as of 1 A.M. Monday, June 7, 1971.

Kossler also verbally offered him the promotion and transfer. Black refused the promotion, accusing Kossler of trying to promote him so he could fire him. After receiving the letter of promotion Black sent a letter to Respondent refusing the promotion as well as the transfer to Luna Park. He threatened to file unfair labor practices with the Board if he were refused work at Arverne.

When he reported for duty at Arverne on Monday, June 7, he was told that he had been replaced and he should report to Kossler. Kossler told him that he wished Black were on their side instead of fighting them, that he should try to work with the Union and that he could possible become its president. Black rejected the idea of working with the Union on the grounds that in 4 years it had not had an election of officers. Kossler again offered him a job at Luna Park, suggesting that he accept the promotion at a later time, that the Company had some future plans for more inspectors and Black had a good chance for such a position. He gave Black 24 hours to think it over.

After thinking about the matter Black decided to accept the transfer but reject the promotion, while at the same time filing unfair labor practice charges based on the transfer. He filed the charges on June 8. He reported for duty at Luna Park June 9. His decision appears to have been influenced by the loss, as of June 9, of his second job with Beatty at Kennedy Airport. At Luna Park he was assigned to the 1 a.m. to 9 a.m. shift, a reporting time he was able to meet if he did not have the second job at Kennedy. He continued at Luna Park until his discharge on June 18.

Black's approach in this whole matter is that he has rights to continued employment at Arverne. On the other hand Kossler testified regarding Black's May 14 reassignment to Arverne that "Black was assigned on a temporary basis, which was understood." According to Kossler, Black was a temporary replacement and he, Kossler, actively sought a resident of Arverne to replace Black. When he found one he assigned the replacement to Arverne and transferred Black. In contradiction of Black, Kossler testified that except for Black all the guards at Arverne were residents. I find that the weight of the testimony sustains Kossler However, I do not find that he told Black that the position was temporary. Black did not talk to Kossler until after his discharge on June 18. I find that no one in Respondent's management talked to Black about the assignment at Arverne being temporary. I credit Black in his testimony that no one said it was not a permanent assignment and that he believed it was a permanent assignment. It is patent that until recently it had been his permanent assignment. On the other hand it is also apparent that Respondent experienced substantial turnover in its guards.

In view of the nature of the work involved, Respondent's dependence upon the will of its customers for the extent of service to be provided, the uncontroverted evidence of the reduction in service by the management of Arverne, the substantial evidence that guards at Arverne were required to be residents, and the uncontroverted testimony of Kossler that he sought a resident of Arverne to replace Black, I find that Black's reassignment to Arverne was not

permanent even though he was not so advised. Kossler denied that he reassigned Black from Arverne to Luna Park because of his protected activities. Respondent needed him at Luna Park. He admittedly was a good guard. Respondent had expressed appreciation for his help in the problem with Garcia. He did violate his agreement by filing further charges on June 3 and June 8; there is no record evidence that Respondent knew of the June 3 charges when he was offered promotion and reassignment. And June 8 was after he had been offered the Luna Park assignment and could not have played a part in Respondent's motivation. In the circumstances I find that Black was not transferred and offered promotion for discriminatory reasons. Accordingly those allegations of the complaint should be dismissed.

D. *The Discharge*

The complaint alleges and the answer denies that Respondent terminated Black's employment on June 18 because he had filed grievances and unfair labor practice charges against Respondent and the Union and had engaged in other concerted activities. He was in fact discharged on June 18 and the only issue is the reason for that discharge.

Black's termination came about in the following manner. On June 16 he was asked by the head porter of Luna Park, John Devereaux, to unlock certain security locks in the building he patrolled. Devereaux was an employee of Luna Park, the cooperative housing project which contracted with Respondent for guard services. Although he was not certain the duties requested of him were properly within his job function, Black performed them on June 16. But he then asked his own supervisor, Captain Joe Jones, a Mandel employee, whether the requested duties were part of his job. Jones told him in his opinion it was not his job but that of the head porter of Luna Park. On June 7 Devereaux again asked him to perform the same duties and the two became involved in an argument over who should perform the chores in question. At that point Neil Mellow, assistant project manager of Luna Park, intervened by telling Black that he was there to do what they told him to do. According to Black, Mellow said "We hired you, we tell you what to do." Black testified that he replied, "Mr , I am not talking to you and I don't give a damn who you are." Mellow then said he was going to get Black fired. Prior to this incident Black knew Devereaux was an employee of Luna Park but he did not know who Mellow was. The circumstances of this incident are such, however, that he must have realized during the incident that Mellow had some capacity with the management of the project.

Mellow was as good as his word. He reported the incident to Respondent's supervising guard at Luna Park and the next day called Respondent's office and demanded Black's removal from Luna Park under threat of cancellation of Respondent's contract He reported that Black had been extremely abusive and had called Mellow obscene names.

On June 18 Black worked his shift. At the end of the shift he was called to Respondent's office and discharged. He was told they had received a call from someone in Luna Park. On his request Respondent gave him a letter stating that he was discharged for inefficiency. After his discharge Black asked Foye, the company dispatcher, why he was fired instead of transferred. Foye replied that Mandel, Sr., did not want Black in the Company any longer.

It is clear that Respondent and Luna Park are completely separate enterprises. Luna Park is a customer of Respondent. It is also clear that Mellow, a Luna Park official, requested the removal of Black from the job at Luna Park. At the time he did not know Black had charges pending with the Board. There is no evidence of collusion between Luna Park and Respondent. In the circumstances, Respondent was justified in removing Black from that job. Moreover, the circumstances were such as to warrant Respondent in terminating entirely the employment of an employee who compromised its relationship with its customer *Central Steel Co.*, 182 NLRB 704.

The General Counsel argues that Black should not have been fired; that Respondent should have reassigned him to a job elsewhere, and that its failure to do so was discriminatory. He offered some evidence that other employees who got into difficulties were reassigned by Respondent rather than discharged. In none of those instances, however, did it appear that the guard in difficulty had a direct run-in with the customer's management or that the customer's management sought removal of the guard as a condition for continuing the guard service contract.

In any case, the incident between Black and Mellow provided Respondent with a valid reason for discharging Black. There is no evidence which supports an inference that in exercising this valid ground for discharge Respondent acted pursuant to an unlawful motive rather than a lawful motive. *N.L.R.B.* v. *Fibers International Corporation,* 439 F.2d 1311, 1315 (C.A. 1). Accordingly, I find that a preponderance of the evidence fails to establish that the discharge of Black on June 18 was discriminatory.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICE UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States. Those found to be unfair labor practices tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce and are unfair labor practices within the meaning of Section 8(a)(1) and 2(6) and (7).

The Remedy

Having found that Respondent violated Section 8(a)(1) of the Act, I recommend that it cease and desist therefrom and take affirmative action designed to effectuate the policies of the Act, including the posting of appropriate notices.

Conclusions of Law

1. Respondent is an employer within the meaning of Section 2(2), engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. By conditioning the reinstatement of Raymond Leon Black to his former position as a guard at the Arverne Urban Renewal Project upon his future forebearance from protected concerted activities, his withdrawal of unfair labor practice charges before the Board, and his future forebearance from filing further unfair labor practice charges, Respondent engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) of the Act.

3. Such unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

4. Respondent has not committed unfair labor practices within the meaning of the Act by transferring Raymond Leon Black on April 30, by offering him promotion and transfer on June 4, or by discharging him on June 18.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:[4]

ORDER

John C. Mandel Security Bureau Inc., its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Conditioning employment of employees upon their forebearance from protected concerted activities or withdrawal of unfair labor practice charges pending before the Board or the forebearance from filing future unfair labor practice charges with the Board.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their right to self-organization, to form labor organizations, to join or assist a labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

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

(a) Post at its premises, including its principal office and branch offices, copies of the attached notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Region 29, 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 Respondent to insure that said notices are not altered, covered or defaced by any other material.

(b) Notify the Regional Director for Region 29, in writing, within 20 days from the date of the receipt of this decision, what steps Respondent has taken to comply herewith.[6]

IT IS FURTHER ORDERED that insofar as the complaint alleges violations of the Act not specifically found herein, Respondent's motion to dismiss is granted and as to those matters the complaint is hereby dismissed.

[4] In the event no exceptions are filed as provided by Section 102 46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102 48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes

[5] In the event that the Board's Order is enforced by a judgment of the United States Court of Appeals, the words in the notices reading "Posted by Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board "

[6] In the event that the recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read "Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith "

APPENDIX

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

The National Labor Relations Board having found, after a trial, that we violated Federal law by conditioning reinstatement of Raymond Leon Black to his former position as a guard at Arverne Urban Renewal Project upon his forebearance from engaging in protected concerted activities, his withdrawal of unfair labor practice charges before the National Labor Relations Board, and his forebearance from filing further unfair labor practice charges:

WE WILL NOT condition the employment of employees upon their forebearance from exercising rights guaranteed them under the Act.

WE WILL NOT in any like or related manner interfere with, restrain or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist a labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

JOHN C. MANDEL SECURITY BUREAU INC.
(Employer)

Dated By
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

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. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street, Fourth Floor, Brooklyn, New York 11241, Telephone 221–596–3535.