

The Association of Legal Aid Attorneys

Legal Division, District 65/UAW, AFL-CIO

13 Astor Place, New York, NY 10003-6980

(212) 674-4188/673-5120/(800) 221-5011, ext. 340/FAX: (212) 475-6091

April 1, 1991

Kalman Finkel, Esq.
Attorney-in-Charge
The Legal Aid Society
Civil Division
11 Park Place - 18th Floor
New York, NY 10007
BY FAX


Dear Kalman:

We have just been informed by the Legal Services Staff Association (District 65/UAW) that its striking members will picket the Civil Courts in Brooklyn, Bronx and Manhattan tomorrow, April 2, 1991, between 8:30 a.m. and 10:30 a.m.

Please be advised that while our members will report for work tomorrow and perform their usual tasks, they will not cross that picket line, in reliance on their rights pursuant to Section 7 of the National Labor Relations Act, unless they are actually engaged in trial.

Our members will make every effort to schedule their appearances at hours other than those affected by the picket line. Nonetheless, if management intends to appear on a case during the picket hours, our members will explain the relevant facts and issues of the case to supervisors for that purpose.

Sincerely,



Michael Z. Letwin
President

cc: Civil Division Attorneys-in-Charge
ALAA Delegates
Lenny Leibowitz
Robert Batterman

Founded 1969

Michael Z. Letwin *President* / Annette DePalma *Vice President* / Martha Conforti *Secretary* / Stephen Dean *Treasurer*
R. David Addams *Executive Director* / Isabel Lobelo *Office Administrator* / Ron Luciano *Office Secretary*

The Association of Legal Aid Attorneys

Legal Division, District 65/UAW, AFL-CIO
13 Astor Place, New York, NY 10003-6980
(212) 674-4188/673-5120/(800) 221-5011, ext. 340/FAX: (212) 475-6091

April 1, 1991

Robert Baum, Esq.
Attorney-in-Charge
The Legal Aid Society
Criminal Defense Division
15 Park Row - 10th Floor
New York, NY 10038
BY FAX

Dear Bob:

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Please be advised that while our members will report for work tomorrow and perform their usual tasks, they will not cross that picket line, in reliance on their rights pursuant to Section 7 of the National Labor Relations Act, unless they are actually engaged on trial.

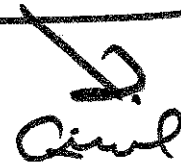
Our members will make every effort to schedule their appearances at hours other than those affected by the picket line. Nonetheless, if management intends to appear on a case during the picket hours, our members will explain the relevant facts and issues of the case to supervisors for that purpose.

We will observe LSSA courthouse picket lines on the same basis as they occur in coming days and weeks.

Sincerely,



Michael Z. Letwin
President



cc: Boro Attorneys-in-Charge
ALAA Delegates
Lenny Leibowitz
Robert Batterman

Founded 1969

Michael Z. Letwin President/Annette DePalma Vice President/Martha Conforti Secretary/Stephen Dean Treasurer
R. David Addams Executive Director/Isabel Lobelo Office Administrator/Ron Luciano Office Secretary



THE ASSOCIATION OF LEGAL AID ATTORNEYS
 OF THE CITY OF NEW YORK, DISTRICT 26 U.A.W.
 13 Astor Place, 13th Floor, New York, N.Y. 10003
 (212) 674-4188 (212) 675-1123

April 2, 1981

The Legal Services Staff Association

(District 26 UAW) will continue their picketing on a daily basis in front of 111 Centre Street from 8:30 - 1:30 a.m. Please do not cross the picket line unless you are actually engaged in a trial.

In some cases it may be appropriate to call the part and advise them of the reason for your delay. This is protected activity pursuant to Section 7 of the National Labor Relations Act.

Management has been notified of our existence of this picket line. If you have a flexible work hour and desire to join the picket line during your break, the Legal Services' work, we would appreciate your support. Please encourage other private attorneys, and colleagues to refrain from crossing the picket line.

LSSA
 STRIKE
 191

NLRB: § 7 of NLRA protects right not to cross another
Union picket line. + have same rights as economic strikers

Business Services by Manpower, Inc. and Richard Cordes and Craig Monroe. Cases 3-CA-10505 and 3-CA-10505-2

17 October 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS ZIMMERMAN AND DENNIS

On 3 February 1983 Administrative Law Judge James L. Rose 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 National Labor Relations 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,¹ and conclusions and to adopt his recommended Order,² as modified.

The judge concluded that the conduct of Richard Cordes and Craig Monroe of honoring a picket line at Spaulding Bakery, where the Respondent, Business Services by Manpower, Inc. (Manpower), had referred them for employment, was protected by the Act, and therefore the Respondent's discharge of them for pursuing such activity violated Section 8(a)(1) of the Act. We fully agree with his conclusion.

The Board has consistently held that the right to honor a union's picket line is a right created and protected by the Act.³ In this connection, the Board has not distinguished between picket lines at the facilities of the employee's own employer and picket lines at other facilities where the employee may be required to work ("stranger" picket lines). In contrast to the dissent, we continue to find that under Section 7 of the Act no such distinction is warranted.

In *Eastex, Inc. v. NLRB*,⁴ the Supreme Court stated:

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 183 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

² We shall modify the judge's recommended Order to require the Respondent to expunge from its files any reference to the discharges of Richard Cordes and Craig Monroe, and to notify them in writing that it has taken this action and that evidence of its unlawful conduct will not be used as a basis for future personnel actions against them. See *Sterling Sugars*, 261 NLRB 472 (1982).

³ See, e.g., *Torrington Construction Co.*, 235 NLRB 1540 (1978); *Newbery Energy Corp.*, 227 NLRB 436 (1976); *Redwing Carriers*, 137 NLRB 1545 (1962), *enfd. sub nom. Teamsters Local 79 v. NLRB*, 323 F.2d 1011 (D.C. Cir. 1963), *cert. denied* 377 U.S. 905 (1964).

⁴ 437 U.S. 556, 364-365 (1978). In that case, the Court found protected a union's distribution of a newsletter urging employees to support it and

The "employees" who may engage in concerted activities for "mutual aid or protection" are defined by § 2(3) of the Act, 29 U.S.C. § 152(3), to "include any employee, and shall not be limited to the employees of a particular employer, unless [the Act] explicitly states otherwise" This definition was intended to protect employees when they engage in otherwise proper concerted activities in support of employees of employers other than their own. In recognition of this intent, the Board and the courts long have held that the "mutual aid or protection" clause encompasses such activity

We also find no warrant for petitioner's view that employees lose their protection under the "mutual aid or protection" clause when they seek to improve terms and conditions of employment or otherwise improve their lot as employees through channels outside the immediate employee-employer relationship. The 74th Congress knew well enough that labor's cause often is advanced on fronts other than collective bargaining and grievance settlement within the immediate employment context. It recognized this fact by choosing, as the language of § 7 makes clear, to protect concerted activities for the somewhat broader purpose of "mutual aid or protection" as well as for the narrower purposes of "self-organization" and "collective bargaining."

More recently, the United States Court of Appeals for the Seventh Circuit stated:

But it does not strain the language of section 7 to regard the two drivers as having engaged in a concerted activity that consisted of picketing on the part of some workers and refusing to cross the picket line on the part of others, and that was, at least in part, for the drivers' own aid or protection and therefore satisfied the mutuality requirement The drivers may have felt that strengthening the union movement by honoring a union's picket line would promote their own economic interests as workers. "[T]he solidarity so established [by aiding another employee's grievance against his employer] is 'mutual aid' in the most literal sense." *NLRB v. Peter Cailler Kohler Chocolates Co.*, 130 F.2d 503, 505-506 (2d Cir. 1942) (L. Hand, J.).⁵

unions in general, opposing incorporation of a state "right-to-work" law into the State's constitution, and criticizing the President for vetoing a Federal minimum wage bill.

⁵ *NLRB v. Browning-Ferris Industries*, 700 F.2d 385, 387 (7th Cir. 1983).

Similarly, the Court of Appeals for the Ninth Circuit reasoned as follows:

An integral part of any strike is persuading other employees to withhold their services and join in making the strike more effective. "It cannot be denied that respect for the integrity of the picket line may well be the source of strength of the whole collective bargaining process in which every union member has a legitimate and protected economic interest." *NLRB v. Union Carbide Corp.*, 440 F.2d 54, 56 (4th Cir.), cert. denied, 404 U.S. 826 . . . (1971). Employees who honor a primary picket line in effect join the strike. *NLRB v. West Coast Casket Co.*, 205 F.2d 902, 908 (9th Cir. 1953). Such activity is assistance to a labor organization for "mutual aid or protection" Although reciprocity may be indirect, respect for another union's picket line leads to a stronger labor movement

Activities for "mutual aid or protection" within the meaning of section 7 are not limited to those within the employer-employee relationship or those aimed at changing terms and conditions of employment.⁶

These decisions persuasively refute the dissent's contention that Section 7 only minimally protects the Charging Parties' activity. The suggestion that "mutual aid or protection" is confined to narrow workplace concerns derives no support from the express language of the Act, nor is it based in case law or logic. Moreover, in this case, Cordes and Monroe had reason to be personally concerned with Spaulding's personnel policies and employment conditions because they expected to be working for Spaulding, albeit for a limited time.

The dissent suggests that Cordes and Monroe refused to cross the picket line for vague ideological reasons rather than because of any interest in the particular issues in the dispute. Such reasoning misses the point.⁷ A longstanding tactic of the American trade union movement, rooted in cardinal union principles, is honoring picket lines. Section 7 strongly protects such conduct, and the protection is not contingent on an employee's ability to demonstrate a detailed understanding of the

⁶ *NLRB v. Southern California Edison Co.*, 646 F.2d 1352, 1363-64 (9th Cir. 1981). Several other circuit courts of appeals have also held that the Act protects employee refusals to cross stranger picket lines. *NLRB v. Gould, Inc.*, 638 F.2d 159 (10th Cir. 1980); *NLRB v. Alamo Express, Inc.*, 430 F.2d 1032 (5th Cir. 1970); *Teamsters Local 657 v. NLRB*, 429 F.2d 204 (D.C. Cir. 1970).

⁷ It is also incorrect. The record indicates that before leaving the Spaulding facility Cordes and Monroe spoke to the picketers and ascertained their purpose. They thus made an informed decision to support the picketers' position.

issues involved in a specific dispute.⁸ Thus, it is immaterial whether Cordes and Monroe were familiar with the issues involved in the Spaulding dispute or whether they refused generally to cross union picket lines.

Our dissenting colleague finds the Respondent's action proper after balancing the Employer's "business interest" and the employees' interests. From his reasoning, however, it appears that he accorded the employees' interests only minimal weight. Indeed, it is difficult to envision circumstances in which the dissent's balancing test would result in a decision favorable to employees. The balancing test thus effectively renders nonexistent an essential Section 7 employee protection.

The dissent also errs in finding that "business necessity" required the Respondent to remove Cordes and Monroe from its referral list permanently. This removal was tantamount to discharge and an employer may not discharge employees who refuse to cross lawful picket lines. Such employees are akin to economic strikers and are entitled to the reinstatement rights normally accorded economic strikers. *Torrington Construction Co.*, 23 NLRB 1540, 1541 (1978).⁹

The Respondent, to protect its business interest could lawfully have refrained from referring Cordes and Monroe to Spaulding or to any other company known to be involved in a labor dispute. It violated the Act, however, by discharging them.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Business Services by Manpower, Inc. Binghamton, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Insert the following as paragraph 2(b) and reletter the subsequent paragraphs.

"(b) Remove from its files any reference to the unlawful discharges of Richard Cordes and Craig Monroe on 22 May 1981, and notify them in writing that it has taken this action and that the discharges will not be used against them in any way."

2. Substitute the attached notice for that of the administrative law judge.

⁸ Indeed, we recently held in *ABS Co.*, 269 NLRB 774, 775 (1984), that the Act protects an employee's refusal to cross a picket line even when the employee's sole reason is a fear of personal bodily injury. We stated "[T]he focal point of the Board's inquiry is the nature of the activity itself, the employee's motives for engaging in the activity are irrelevant."

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The Association of Legal Aid Attorneys
568 Broadway, Room 702A, NY, NY 10012-3210 • 212.343.0708 FAX: 212.343.0966

Emergency Bulletin

December 1, 1993

Union Reps: Please distribute immediately to all members

Legal Services Union on Strike ALAA to Honor Picket Lines and Lend Aid

Our attorney and support staff colleagues of the Legal Services Staff Association (LSSA) struck yesterday after LSNY management (represented by Legal Aid management counsel Bob Batterman) unilaterally imposed health cuts, refused to permanently build salary steps into the contract, and demanded a two-year wage freeze.

Although Legal Services workers provide the same civil representation as Legal Aid Staff Attorneys in the Civil and Volunteer divisions, their salary scale is substantially lower than that at Legal Aid. LSSA held a successful 16-week strike in 1991.

In response, the ALAA Executive Committee (made up of officers and delegates) voted last night to support the Legal Services strikers in the same ways we did in 1991:

Honor Picket Lines

ALAA members will honor Legal Services picket lines as we would our own. These lines will begin this Friday and Monday from 8:30 - 10:30 a.m. at Civil and Family court buildings. The lines will also impact CDD attorneys who have scheduled appearances in criminal parts at 111 Centre Street in Manhattan and in Queens Civil Court. Except for Staff Attorneys who are *actually engaged* on trial, ALAA members should enter such affected courthouses *only before or after* -- but not during -- picket line hours.

Where non-trial appearances (e.g. grand jury testimony, etc.) conflict with picket lines, Staff Attorneys should inform management, *in advance* where possible, that a supervisor will be required to cover the case.

Note that our right to honor the picket lines of another union is legally protected under §§ 7 and 8(a)(1) of the National Labor Relations Act. See, e.g., *Business Services by Manpower*, 272 NLRB No. 119 (1984). Legal Aid management did not attempt to violate this legal right in 1991. The Association is in the process of notifying management and the appropriate administrative judges of our policy. This bulletin may be useful in making the Union's policy clear to supervisors and/or court personnel. Please immediately report to the Union office any attempts to violate our legal rights.

Financial Aid

The EC voted to make an initial contribution of \$1000 to the LSSA Hardship Fund. Members are also invited to send individual contributions to LSSA Hardship Fund, 71 Fifth Ave., Suite 6B, NY, NY 10003.

Further Support

Staff Attorneys are invited to join the strikers tomorrow morning from 8:30 - 9 a.m. in a demonstration at the firm of Cleary Gottlieb (home of LSNY Board chair Chris Lunding), 1 Liberty Plaza (1 block from WTC). ALAA members are also invited to: join Legal Services picket lines and demonstrations during non-work time; refuse "struck work" (i.e. cases referred from Legal Services to Legal Aid offices); donate holiday gifts for strikers' children; and lend other appropriate aid and comfort to the strikers. Contact LSSA at 212-989-1407 for details for further information.

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| PHONE MEMO | TO | michael J. | | DATE | 12/2 | TIME | 10:09 ^{AM} PM | | | | | | | |
| | FROM | Sally | | AREA CODE | (718) | | | | | | | | | |
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| | PHONED | <input checked="" type="checkbox"/> | CALL BACK | <input type="checkbox"/> | RETURNED CALL | <input type="checkbox"/> | WANTS TO SEE YOU | <input type="checkbox"/> | WILL CALL AGAIN | <input type="checkbox"/> | WAS IN | <input type="checkbox"/> | URGENT | <input checked="" type="checkbox"/> |