

other Local Union of the IBEW or the subletting, assigning, or the transfer of any work in connection with the electrical work the terms of this Agreement by the Employer will be sufficient cause for cancellation of this Agreement after the facts have been determined by the International Office of the Union.

Los Angeles Building and Construction Trades Council ; Laborers and Hod Carriers, Local No. 1082, AFL-CIO ; Carpenters Local Union No. 1507, AFL-CIO ; District Council of Painters No. 36, AFL-CIO ; and Cement Masons Union Local No. 627, AFL-CIO [Elmer E. Willhoite] and Jones and Jones, Inc. *Case No. 31-CC-9 (formerly 21-CC-732). August 31, 1965*

DECISION AND ORDER

On October 30, 1964, Trial Examiner Herman Marx issued his Decision in the above-entitled proceeding, finding that the above-named Respondents had engaged in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondents filed exceptions to the Trial Examiner's Decision and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel [Members Fanning, Brown, and Jenkins].

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and brief, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner with the additions and modifications noted below.

We agree with the Trial Examiner, for the reasons stated in *Los Angeles Building & Construction Trades Council, et al. [Portofino Marina] (Jones and Jones, Inc.)*,¹ that the picket line clause in article IX of the proposed contract which provides that no employee need cross any authorized or approved picket line is violative of Section 8(e) because the clause "can be read as applying to unlawful secondary picketing." In further agreement with the Trial Examiner, but for the reasons set forth in *Muskegon Bricklayers Union #5, Bricklayers (Greater Muskegon General Contractors Association)*,² we find the provision of article IX which insulates employees

¹ 150 NLRB 1590.

² 152 NLRB 360, Member Fanning dissenting.

from disciplinary action if they refuse to work at or enter the premises of an employer who breached the agreement renders the "hot cargo" clause violative of Section 8(e) because it permits "the very self-help action in support of a construction site 'hot cargo' clause that Congress clearly intended to prohibit." Moreover, as in *Ets-Hokin Corporation*,³ we find the provision which permits Respondents to terminate the contract in the event of a breach as but further self-help action designed to force compliance with the hot cargo clause. The same conclusion is required with respect to the provision in article IX which relieves Respondents of any obligation to furnish employees in the event of a contract breach. Accordingly, Respondents' picketing to compel Willhoite to enter into the agreement must be held to have violated Section 8(b)(4)(i) and (ii)(A) of the Act.⁴

However, we cannot agree with the Trial Examiner's conclusion that Respondents' picketing also violated Section 8(b)(4)(B) of the Act. For, on the basis of the stipulated facts herein, no finding is warranted that Respondents' picketing to obtain the contract simultaneously sought a termination of business relations between Willhoite and Arcadia Electric, Inc., Los Angeles Shower Co., and Edward H. Tierney, or between Willhoite and any identifiable person.⁵ We shall therefore dismiss the complaint insofar as it alleges a violation of Section 8(b)(4)(B).

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, as modified herein, and orders that Respondents, their officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order,⁶ as so modified:

1. The Recommended Order is modified by deleting from paragraph 1(a) the following phrase: "or to cease doing business with any other person."

2. The notice attached to the Trial Examiner's Decision marked "Appendix A" is modified by deleting the following phrase: "or to cease doing business with any other person;".

³ 154 NLRB 839, Member Fanning dissenting.

⁴ Member Fanning dissents for the reasons stated in his dissenting opinions in *Muskegon*, *supra*, and *Ets-Hokin Corporation*, 154 NLRB 839

⁵ *Los Angeles Building and Construction Trades Council (Carl Leipzig, General Contractors, Inc.)*, 149 NLRB 1037.

⁶ The address and telephone number for Region 31, appearing at the bottom of the Appendix attached to the Trial Examiner's Decision, is amended to read: 17th Floor, U.S. Post Office and Court House, 312 North Spring Street, Los Angeles, California, Telephone No. 688-5850.

IT IS FURTHER ORDERED that the complaint be dismissed insofar as it alleges that Respondents violated Section 8(b)(4)(B) of the Act.

DECISION OF THE TRIAL EXAMINER

STATEMENT OF THE CASE

The complaint alleges that the Respondents named above (respectively called herein Building Trades Council, Laborers Local, Carpenters Local, Painters Council, and Cement Masons Local) have induced and encouraged individuals employed by an employer, Elmer E. Willhoite, and by other employers, to strike or otherwise refuse to perform services, and have threatened, coerced, and restrained such employers and other persons, with an object of forcing or requiring Willhoite "to enter into an agreement containing clauses prohibited by Section 8(e)" of the National Labor Relations Act, as amended (29 U.S.C. Sec. 151, *et seq*; herein called the Act), and to cease doing business with other persons, and of forcing or requiring other persons to cease doing business with Willhoite; and that by such conduct each of the Respondents violated relevant provisions of Section 8(b)(4)(A) and (B) of the Act.¹

Each Respondent has filed an answer which, in material substance, denies the commission of the unfair labor practices imputed to it in the complaint.

Pursuant to notice duly served by the General Counsel of the National Labor Relations Board upon all parties entitled thereto, hearing upon the issues in this proceeding has been held before Trial Examiner Herman Marx at Los Angeles, California. All parties participated in the hearing and were afforded a full opportunity to be heard, examine and cross-examine witnesses, adduce evidence, file briefs, and submit oral argument. No briefs have been filed.

No testimony was presented at the hearing, and the total evidentiary record consists of allegations of the complaint that are admitted in the answers; some written and oral stipulations made at the hearing; and a copy of a form of contract. Upon consideration of the entire record, I make the following:

FINDINGS OF FACT

I JURISDICTION

Elmer E. Willhoite is, and has been at all material times, engaged, as "owner-builder," in the construction of multiple unit apartment projects at Monrovia and El Monte, California, and is, and has been at all such times, an employer within the meaning of Section 2(2) of the Act.

In the course and conduct of his business during the year preceding the issuance of the complaint, Willhoite purchased products valued in excess of \$50,000, which were shipped from locations outside California to his construction sites within that state for use in such projects. By reason of such shipment and use of goods, Willhoite is, and has been at all material times, engaged in interstate commerce within the meaning of Section 2(6) and (7) of the Act. Accordingly, the Board has jurisdiction over the subject matter of this proceeding.

II. THE LABOR ORGANIZATIONS INVOLVED

Building Trades Council, Laborers Local, Carpenters Local, Painters Council, and Cement Masons Local are, and have been at all material times, labor organizations within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Prefatory statement

In the early part of 1964, Willhoite was engaged in performing some of the work at the Monrovia and El Monte projects with his own employees, and some through subcontractors who employed their own personnel. One of the subcontractors was Arcadia Electric, Inc., which was responsible for the electrical work at the projects; another was Los Angeles Shower Co., which installed shower doors there; and a third was an individual named Edward H. Tierney, who did the plumbing work.

¹The complaint was issued on June 4, 1964, and is based upon a charge filed on March 20, 1964, and an amendment thereof filed on May 13, 1964. Copies of the complaint, the charge, and the amended charge have been duly served upon each Respondent.

Willhoite and the three named subcontractors have been, at all material times, engaged in business in the building and construction industry, and thus "in an industry affecting (interstate) commerce," within the meaning of Section 8(b)(4) of the Act.²

Willhoite is not a party to any agreement with any of the Respondents, nor with any union affiliated with the Building Trades Council. On or about March 2, 1964, the Respondents, as the parties have stipulated, "jointly and in concert . . . verbally demanded" that Willhoite enter into a written collective-bargaining agreement with the Building Trades Council. The proposed contract included the following provisions:

I

This agreement shall apply to and cover all building and construction work performed by the Employer, Developer and/or Owner-Builder within the jurisdiction of any union affiliated with the Councils and the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, repair or demolition of a building, structure or other work.

* * * * *

IV

The Employer, Developer and/or Owner-Builder agrees that he shall contract or subcontract work as provided in Article I only to a person, firm, partnership or corporation that is party to an executed, current agreement with the appropriate union having work and territorial jurisdiction, affiliated with the Council in which area the work is performed.

V

The Employer, Developer and/or Owner-Builder agrees that in the event he contracts or subcontracts any work as provided in Article I there shall be contained in his contract with the subcontractor a provision that the subcontractor shall be responsible for the payment of all the wages and fringe benefits provided under the agreement with the appropriate Union affiliated with the Council, the Employer, Developer and/or Owner-Builder shall become liable for the payment of such sums and such sums shall immediately become due and payable by the Employer, Developer and/or Owner-Builder, provided, however, he shall be notified of any such nonpayment by registered letter by the appropriate union no later than ninety (90) days after notice of and completion of the entire project.

* * * * *

IX

In the event that the Employer, Developer and/or Owner-builder violates any provisions of this Agreement or fails to abide by the [National Joint Board] determination as provided in Article VIII or in the event that any contractor or subcontractor of the Employer, Developer and/or Owner-Builder fails to abide by the provisions of the appropriate agreement, it will not be a violation of this Agreement for the Councils to terminate this Agreement and it shall not be a violation of this Agreement for any employee to refuse to perform any work or enter upon the premises of such Employer, Developer and/or Owner-Builder Employees who refuse to perform any work or enter upon the premises under the circumstances shall not be subject to discharge or any other disciplinary action It is further agreed that no employee shall be required to cross any picket line or enter any premises at which there is a picket line authorized or approved by the Councils, individually or collectively, or authorized by any Central Labor Body in the area covered by this Agreement. The Employer, Developer and/or Owner-Builder agrees that he will not assign or require any employee covered by this agreement to perform any work or enter premises under any of the circumstances above described. During the time of any violation of any of the provisions of this Agreement by the Employer, Developer and/or Owner-Builder, contractor or subcontractor, whether created by their executed, current agreements or otherwise, the affiliated Unions shall be released and relieved of any obligation to furnish workmen to any of them.

² I take official notice that "the building and construction industry causes the flow of large quantities of goods" in interstate commerce. *Sheet Metal Workers International Association, Local Union No. 299, etc. (S. M. Kisner and Sons)*, 131 NLRB 1196, 1198-1200. Thus Willhoite and the three subcontractors are engaged in an "industry affecting commerce," within the meaning of Section 8(b)(4). E.g., *NLRB v Plumbers Union of Nassau County, Local 457, United Association of Journeymen and Apprentices, etc.*, 299 F. 2d 497 (C A. 2).

The record does not, in terms, describe what reply Willhoite made to the demand, but it is reasonable to infer that he declined to comply with it, for "(i)n furtherance and support" of their demand, or, in other words, to compel acquiescence in it, the Respondents, "acting jointly, in concert and in participation with each other, engaged in picketing the (Monrovia and El Monte) projects" with signs bearing the legend.

ELMER WILLHOITE UNFAIR TO
LOS ANGELES BUILDING AND CONSTRUCTION
TRADES COUNCIL, AFL-CIO
NO AGREEMENT

The picketing continued at the Monrovia project for about a month, and at the El Monte site for about 10 weeks.³

By means of the picketing, the Respondents induced and encouraged "individuals employed by various subcontractors, including Arcadia, Tierney, Shower Door, . . . and suppliers, (to refuse) to perform services for their employers at the construction projects."⁴

B. Discussion of the issues; conclusions

The General Counsel reads paragraphs IV, V, and IX of the contract sought by the Respondents as an "agreement . . . prohibited by Section 8(e)," as the quoted phrase is used in Section 8(b)(4) of the Act, and maintains, in effect, that the picketing therefore had the proscribed object of forcing Willhoite to enter into an agreement so prohibited, and to cease doing business with other employers, and thus violated Section 8(b)(4)(A) and (B) of the Act.⁵

Turning first to paragraphs IV and V of the contract proposal, there can be no doubt that an object of their provisions is to preclude Willhoite from subcontracting work subject to paragraph I to any employer who is not under contract to "the appropriate union . . . affiliated with the (Building Trades) Council."⁶ These provisions, as the General Counsel conceded at the hearing, would be within the prohibitive reach

³ The parties stipulated that the picketing began on February 24, 1964, although also stipulating that the demand was made "on about March 2, 1964."

⁴ The precise date of any refusal to work does not appear, but a stipulation in evidence (General Counsel's Exhibit No 3), indicates that employees of Arcadia and Tierney declined to pass through "the picket line" on or about March 6, 1964.

⁵ Section 8(b)(4) provides in material part:

It shall be an unfair labor practice for a labor organization or its agents—

* * * * *

(4) (i) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a [concerted] refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or (ii) to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is:

(A) forcing or requiring any employer . . . to enter into any agreement which is prohibited by section 8(e);

(B) forcing or requiring any person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person, . . . *Provided*: That nothing contained in this clause (B) shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing;

To the extent pertinent here, Section 8(e) provides:

It shall be an unfair labor practice for any labor organization and any employer to enter into any contract or agreement, express or implied, whereby such employer ceases or refrains or agrees to cease or refrain from handling, using, selling, transporting or otherwise dealing in any of the products of any other employer, or to cease doing business with any other person, and any contract or agreement entered into heretofore or hereafter containing such an agreement shall be to such extent unenforceable and void: *Provided*, That nothing in this subsection (e) shall apply to an agreement between a labor organization and an employer in the construction industry relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work:

⁶ See *Los Angeles Building and Construction Trades Council; and Carpenters Local Union No. 1752, AFL-CIO (Treasure Homes)*, 145 NLRB 279, where the Board passed on the identical contractual language.

of Section 8(e) were it not for the proviso to the section which excludes agreements "between a labor organization and an employer, in the construction industry, relating to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work." But, relying on *Construction, Production & Maintenance Laborers Union Local 383, and United Brotherhood of Carpenters and Joiners of America Local 1089, AFL-CIO (Colson and Stevens Construction Co., Inc.)*, 137 NLRB 1650, the General Counsel maintains that notwithstanding the effect of the proviso on articles IV and V, a union may not resort to picketing or other actions proscribed by Section 8(b)(4) to secure such contract terms.

The Board's *Colson and Stevens* holding was reversed by the Ninth Circuit in *Construction, Production & Maintenance Laborers Union, Local 383, et al. v. N.L.R.B.*, 323 F. 2d 422; and since the hearing in this proceeding, the Board, in *Northeastern Indiana Building and Construction Trades Council (Centlivre Village Apartments)*, 148 NLRB 854, has adopted the Court's position. In other words, under present Board doctrine, the picketing was not unlawful to the extent that it sought Willhoite's agreement to articles IV and V.

However, I must reach a different conclusion regarding the picketing in relation to article IX, which, among other things, would have the effect of precluding a signatory employer, as the Board has put it in another case, "from disciplining his employees who refused to cross picket lines at another employer's place of business which may be established by a union not the majority representative, or from disciplining his employees who refuse to enter upon any property involved in a labor dispute, even though such disputes have not resulted in a strike. The effect of denying an employer his privilege of replacing employees who carry out their assigned duties, where the refusal is not protected by Section 13 or the proviso to Section 8(b), is to require the employer to agree to cease or to refrain from handling the products of, or otherwise dealing with, the employer whose products or services are under the union's ban" (*Truck Drivers Union Local No. 413, Teamsters The Patton Warehouse, Inc.*), 140 NLRB 1474, 1482.⁷ In other words, the provisions of article IX validating the refusals of employees to perform work, enter upon premises, or cross picket lines, and preclude work assignments to employees in the circumstances prescribed, are within the interdiction of Section 8(e) unless exempted by the "construction industry" proviso thereto. The exemption is inapplicable. Although article I of the proposed agreement would make the contract terms applicable to "building and construction work performed by (Willhoite) and the contracting and subcontracting of work to be done at the "site" of the specified work, that does not have the effect of restricting the reach of article IX to such a "site." In other words, article IX could conceivably operate to preclude Willhoite from doing business with another person at a "site" beyond the reach of the proviso.⁸

Similarly subject to Section 8(e) are the provisions of article IX authorizing the Building Trades Council and other "Councils" to terminate the contract, and exonerating their union affiliates from "any obligation to furnish workmen." This contract language is obviously designed, at least in part, to implement the previously mentioned limitations imposed upon a signatory employer to deal with refusals to perform work, enter upon premises or cross picket lines, and thus must fall with such inhibitions.⁹

The sum of the matter is that by picketing to compel Willhoite to enter into an agreement with the Building Trades Council containing the provisions of article IX, quoted above, each of the Respondents violated Section 8(b)(4)(i)(ii)(A) and (B) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondents set forth in section III, above, occurring in connection with the operations of Elmer E. Willhoite described in section I, above,

⁷ Section 13 provides that nothing in the Act, except as specifically provided therein, "shall be construed so as either to interfere with or impede or diminish in any way the right to strike, or to affect the limitations or qualifications on that right." The Section 8(b) proviso mentioned in the *Patton* case exempts from the prohibitory reach of the section "a refusal by any person to enter upon the premises of any employer (other than his own employer), if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize under this Act."

⁸ See *Southern California District Council of Hod Carriers, etc. [Swimming Pool Gumite Contractors] (Golding and Jones, Inc.)*, 144 NLRB 978.

⁹ *N.L.R.B. v. Amalgamated Lithographers of America (Ind.) and Local No. 17 (Lithographers and Printers National Assn., etc.)*, 309 F. 2d 31 (C.A. 9).

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 each of the Respondents have violated Section 8(b)(4)(i),(ii) (A) and (B) of the Act, I shall recommend that each cease and desist from such conduct and take certain affirmative actions designed to effectuate the policies of the Act.

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

CONCLUSIONS OF LAW

1. Elmer E. Willhoite, Arcadia Electric, Inc., Edward H. Tierney, and Los Angeles Shower Co., respectively, are, and have been at all material times, employers within the meaning of Section 2(2) of the Act, and persons within the meaning of Section 2(1) of the Act; and, respectively, are, and have been at all material times, engaged in commerce or in an industry affecting commerce within the meaning of Section 2(6) and (7) of the Act

2. Building Trades Council, Laborers Local, Carpenters Local, Painters Council, and Cement Masons Local respectively are, and have been at all material times, labor organizations within the meaning of Section 2(5) of the Act.

3. By inducing and encouraging employees to refuse to perform services for an object proscribed by Section 8(b)(4) of the Act, as found above, each of the Respondents has engaged in unfair labor practices within the meaning of Section 8(b)(4)(i)(A) and (B) of the Act.

4. By picketing for such an object, as found above, each of the said Respondents has engaged in unfair labor practices within the meaning of Section 8(b)(4)(ii)(A) and (B) of the Act.

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

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in this proceeding, I recommend that Respondents, Los Angeles Building and Construction Trades Council; Laborers and Hod Carriers, Local No. 1082, AFL-CIO; Carpenters Local Union No. 1507, ALF-CIO; District Council of Painters No. 36, AFL-CIO; and Cement Masons Union Local No. 627, AFL-CIO, their officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Engaging in, or inducing or encouraging any individual employed by Elmer E. Willhoite, Arcadia Electric, Inc., Edward H. Tierney, and Los Angeles Shower Co., or by any other employer engaged in the performance of work at, or in supplying materials to, any of the construction projects of the said Elmer E. Willhoite in Monrovia and El Monte, California, to engage in, a strike or a refusal in the course of such individual's employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, where an object thereof is to force or require the said Elmer E. Willhoite to enter into any agreement which is prohibited by Section 8(e) of the Act, or to cease doing business with any other person.

(b) For such an object, engaging in picketing of or at such construction projects, or otherwise restraining or coercing Elmer E. Willhoite, Arcadia Electric, Inc., Edward H. Tierney, Los Angeles Shower Co., or any other employer engaged in performing work, at, or supplying materials to or for, any such construction project.

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

(a) Post at their respective principal offices and usual membership meeting places, copies of the attached notice marked "Appendix A."¹⁰ Copies of said notice, to be furnished by the Regional Director for Region 21, shall, after being signed by a duly authorized representative of each of the said Respondents, be posted by it

¹⁰ In 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 additional event that the Board's Order with respect to the said Respondents 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".

immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to their members or affiliated labor organizations are customarily posted. Reasonable steps shall be taken by each of the said Respondents to insure that said notices are not altered, defaced, or covered by any other material.

(b) Forthwith mail copies of the said notice to the Regional Director for Region 21, after such copies have been signed as provided above, for posting by Elmer E. Willhoite, Arcadia Electric, Inc., Edward H. Tierney, and Los Angeles Shower Co., if they so agree, at places where they respectively customarily post notices to individuals in their employ.

(c) Notify the Regional Director of Region 21, in writing, within 20 days from the date of the receipt of a copy of this decision, what steps the Respondents have taken to comply herewith.¹¹

¹¹ In the event that this Recommended Order is adopted by the Board, paragraph 2(c) thereof shall be modified to read "Notify the said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondents have taken to comply therewith."

APPENDIX A

NOTICE TO ALL MEMBERS AND UNIONS AFFILIATED WITH THE UNDERSIGNED LABOR ORGANIZATIONS AND TO INDIVIDUALS EMPLOYED BY ELMER E. WILLHOITE, ARCADIA ELECTRIC, INC., EDWARD H. TIERNEY, AND LOS ANGELES SHOWER CO.

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

WE WILL NOT engage in, or induce or encourage any individual employed by Elmer E. Willhoite, Arcadia Electric, Inc., Edward H. Tierney, Los Angeles Shower Co., or by any other employer engaged in performing work at, or in supplying materials to or for, any of the construction projects of Elmer E. Willhoite in Monrovia and El Monte, California, to engage in, a strike or a refusal in the course of such individual's employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, where an object thereof is to force or require Elmer E. Willhoite to enter into an agreement which is prohibited by Section 8(e) of the said Act, or to cease doing business with any other person, or, for such an object, to engage in picketing, or otherwise coerce or restrain, Elmer E. Willhoite, Arcadia Electric, Inc., Edward H. Tierney, Los Angeles Shower Co., or any other employer engaged in performing work at, or supplying materials to or for, any such construction project.

LOS ANGELES BUILDING AND CONSTRUCTION TRADES COUNCIL,
Labor Organization.

Dated----- By-----
(Representative) (Title)

LABORERS AND HOD CARRIERS, LOCAL NO. 1082, AFL-CIO,
Labor Organization.

Dated----- By-----
(Representative) (Title)

CARPENTERS LOCAL UNION NO. 1507, AFL-CIO,
Labor Organization.

Dated----- By-----
(Representative) (Title)

DISTRICT COUNCIL OF PAINTERS NO. 36, AFL-CIO,
Labor Organization.

Dated----- By-----
(Representative) (Title)

CEMENT MASONS UNION LOCAL NO. 627, AFL-CIO,
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.

Information regarding provisions of this notice and compliance with its terms may be secured from the Regional Office of the National Labor Relations Board, 849 South Broadway, Los Angeles, California, Telephone No. 688-5204.

Arkansas Louisiana Gas Company and Local 729, International Chemical Workers Union, AFL-CIO. Case No. 16-CA-2091.
August 31, 1965

DECISION AND ORDER

On June 11, 1965, Trial Examiner Ramey Donovan issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. The Trial Examiner also found that the Respondent had not engaged in certain other unfair labor practices alleged in the complaint. Thereafter, the Respondent and the General Counsel filed exceptions to the Trial Examiner's Decision and supporting briefs, and the Respondent filed an answering brief. The Respondent and the General Counsel also filed motions to correct the record, with the General Counsel filing cross-exceptions to the Respondent's motion.¹ The corrections requested by the General Counsel are unopposed. The record is amended accordingly.

Pursuant to the provisions of Section 3(b) of the Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel [Members Fanning, Brown, and Zagoria].

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, and the entire

¹ With respect to the Respondent's motion, the record shows that on page 505 of the transcript, witness T. O. Perry testified that the May 22, 1964, letter of the Respondent, announcing its unilateral decision on wage increases, was sent ". . . to the employees and to the International Representative." Respondent contends that the testimony should read, "We sent the letter to the employees' International Representative." The General Counsel has no recollection of the actual testimony, but contends that the Respondent's version of the testimony has no material bearing on the ultimate conclusion of bad-faith bargaining. Having considered the contentions of the parties, we accept the Respondent's version of Perry's testimony and hereby grant the Respondent's motion to amend the record. However, in our view the corrected record does not require alteration in the Trial Examiner's findings and conclusions.