

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist a labor organization, to bargain collectively through a bargaining agent chosen by themselves, to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any such activities (except to the extent that the right to refrain is limited by the lawful enforcement of a lawful union-security requirement).

All our employees are free to become or remain, or refrain from becoming or remaining, members of Shopmen's Local Union No. 455 of the International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO, or any other labor organization (except as limited above).

GETLAN IRON WORKS, INC.,
Employer.

Dated _____ By _____
(Representative) (Title)

NOTE.—We will notify any of the above-named employees presently serving in the Armed Forces of the United States of their right to reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

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

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 16 Court Street, Brooklyn, New York, Telephone No. 596-5386.

Furniture Workers Union Local No. 500 and Canoga Creations Incorporated. *Case No. 31-CC-18 (formerly 21-CC-858), November 19, 1965*

DECISION AND ORDER

On September 28, 1965, Trial Examiner James R. Webster issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent 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 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 brief, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

[The Board adopted the Trial Examiner's Recommended Order.]

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

This case with all parties represented was heard before Trial Examiner James R. Webster, in Los Angeles, California, on August 24, 1965, upon a complaint of the General Counsel and answer of Furniture Workers Union Local No. 500, herein called Respondent. The complaint was issued on June 14, 1965, upon a charge filed April 13, 1965. The complaint alleges that Respondent has induced and encouraged individuals employed by Canoga Creations Incorporated, herein referred to as Canoga, to cease work or to cease performing services within the meaning of Section 8(b)(4)(i)(B) of the National Labor Relations Act, as amended, herein called the Act.

Upon the entire record, and from my observation of the witnesses, I hereby make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE EMPLOYER

Canoga is engaged in Gardena, California, in the manufacture and distribution of upholstered furniture. In the course and conduct of its business operations, Canoga annually purchases and receives directly from points outside the State of California goods, materials, and supplies valued in excess of \$50,000.

Upholstery Supply Company, herein called Upholstery, is engaged in Los Angeles, California, in the sale and distribution of upholstery supplies. In the course and conduct of its business, Upholstery annually purchases and receives directly from points outside the State of California goods, materials, and supplies valued in excess of \$50,000. Canoga customarily and regularly purchases and receives from Upholstery cotton and other upholstery materials which it uses in the manufacture of its furniture.

I find that Canoga and Upholstery are now, and at all times material herein have been, employers engaged in commerce and in an industry affecting commerce within the meaning of Section 2(6) and (7) and Section 8(b)(4) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Furniture Workers Union Local No. 500 is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICE

A. *Facts and issue*

At all times material herein, Respondent has been engaged in a labor dispute with Upholstery, and at no time material herein has Respondent had a labor dispute with Canoga, which purchases upholstery supplies from Upholstery.

Respondent represents the employees of Canoga, and Ralph Contreras is its shop steward at Canoga. From time to time Respondent posts notices on a bulletin board at Canoga for the information and benefit of its members and the employees it represents there. On February 15, 1965, Respondent posted a notice on a bulletin board at Canoga at a place and in a manner in which it was observed by individuals employed by Canoga, as follows:

**THIS IS TO NOTIFY YOU THAT UPHOLSTERY SUPPLY COMPANY
HAS BEEN DESIGNATED AS UNFAIR BY THE UNDERSIGNED UNION,**

FURNITURE UNION LOCAL 500

(S) Leon Forman

LEON FORMAN

Business Agent.

This notice was on the letterhead of Respondent and was posted by Raymond Terrones, a business representative of Respondent.

On February 15, 1965, Terrones, while visiting Canoga's shop, spoke with Shop Steward Contreras. While he was talking to Contreras, employee Joseph Distanto approached them and heard part of the conversation. Terrones stated that the Union was having trouble with Upholstery and stated, "I am going to see if we can get together like some of the other companies. They are not buying from the supply company, so we can get this strike over with; I am going to see if I can talk to Marie [the shop foreman], but that I can't make her stop buying anything," and that "it would be fine if we could cooperate, and not use the Upholstery Supply products, but he

couldn't tell us not to use them." Contreras replied that business was slow and that they were only working 2 or 3 days a week and he hoped Canoga would not stop buying these products.¹

The issue in this case is whether or not Respondent induced or encouraged individuals employed by Canoga by (1) the notice posted on February 15, 1965, and (2) the statement by Union Representative Terrones to employees on February 15, 1965; that is, whether the Respondent by this conduct was conveying information to its members for their use in deciding a course of action, if any, or whether it was a call or signal to refuse to perform services for their employer.

B. Conclusions

Having found that by Terrone's remarks to Distante and Contreras, Respondent called upon employees of Canoga to cooperate with it in its labor dispute with Upholstery by not using supplies from Upholstery, I find that this was inducement and encouragement of individuals employed by Canoga, a secondary employer, to cease using or working on certain materials and to cease performing certain services, and that this was for the purpose of forcing or requiring Canoga to cease doing business with Upholstery.

The next question is whether or not the wording of the notice in and of itself constitutes inducement and encouragement. This question was passed on by the Board in the *District Council of Painters #48 and Paint Makers Local Union #1232 (Hamilton Material, Inc.)*, case.² In that case the Board stated that "The Board repeatedly has held that statements made directly to secondary union employees that a primary employer is 'unfair' (or the equivalent 'non-union'), constitute unlawful 'inducement' and 'encouragement' under Section 8(b)(4)." In the instant case, not only were the employees told that Upholstery was unfair, but they were told that their employer, Canoga, was being asked to cooperate and not handle or purchase materials from Upholstery, and at least two of them were asked to cooperate and not handle materials from Upholstery.³

In the *Hamilton* case the Board also stated that "an 'unfair' statement made directly to secondary employees represents a direct thrust against such employees sufficient to invoke their obligation under usual union rules not to handle 'unfair' or 'non-union' material."

Terrones stated that he wanted the cooperation of Canoga and also of the employees of Canoga in his dispute with Upholstery, and that he wanted this cooperation to be by the refusing to handle the materials of Upholstery. I find that the object of the posted notice and the object of Terrones' statements to employees, which conduct constitutes inducement and encouragement of employees to refuse in the course of their employment to use or handle materials supplied by Upholstery, was for the object of forcing or requiring Canoga to cease doing business with Upholstery. I find that by this conduct Respondent has violated Section 8(b)(4)(i)(B) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

¹ Terrones and Contreras gave versions of the conversation which did not include cooperation by the employees. Distante testified that Terrones did ask for their cooperation and I credit this testimony of Distante. Terrones testified that this notice was also mailed to all shop stewards of the Union, and that he goes and informs members of the Union that the Union has a labor dispute and that "we would like their cooperation," but that he does not tell them what to do or what not to do. Based principally on this testimony which is consistent with Distante's testimony regarding the conversation, and the impression the witnesses made on me, I credit the testimony of Distante and discredit that of Terrones and Contreras where it is inconsistent with the findings herein.

² 144 NLRB 1528, enfd. 340 F. 2d 107 (C.A. 9).

³ Also on the point of inducement and encouragement, see the discussion and consideration of this point in *Building and Construction Trades Council of Tampa and Vicinity, AFL-CIO (Tampa Sand and Material Co.)*, 132 NLRB 1564; and the decision of the Supreme Court in *International Brotherhood of Electrical Workers, Local 501, et al. (Samuel Langer) v. N.L.R.B.*, 341 U.S. 694.

V. THE REMEDY

Having found that Respondent has engaged in activities violative of Section 8(b)(4)(i)(B) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

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

CONCLUSIONS OF LAW

1. Canoga Creations Incorporated and Upholstery Supply Company are employers within the meaning of Section 2(2) of the Act and are engaged in commerce or in an industry affecting commerce within the meaning of Section 2(6) and (7) and Section 8(b)(4) of the Act.

2. Furniture Workers Union Local No. 500 is a labor organization within the meaning of Section 2(5) of the Act.

3. By inducing and encouraging the employees of Canoga Creations Incorporated to engage in a strike or a refusal in the course of their employment to use, process, or otherwise handle or work on any materials or to perform any services, with an object of forcing or requiring Canoga Creations Incorporated to cease doing business with Upholstery Supply Company, Respondent has engaged in an unfair labor practice within the meaning of Section 8(b)(4)(i)(B) of the Act.

4. The aforesaid unfair labor practice is an unfair labor practice 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 the entire record in the case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, it is hereby recommended that Respondent, Furniture Workers Union Local No. 500, its officers, agents, and representatives, shall:

1. Cease and desist from inducing or encouraging any individual employed by Canoga Creations Incorporated or any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his employment to use, process, 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 Canoga Creations Incorporated, or any other person engaged in commerce or in an industry affecting commerce, to cease doing business with Upholstery Supply Company.

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

(a) Post at its offices, meeting halls, and at all places where Respondent customarily posts notices to members, copies of the attached notice marked "Appendix."⁴ Copies of said notice, to be furnished by the Regional Director for Region 31, shall, after being duly signed by Respondent's authorized representative, 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 members are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(b) Furnish to the Regional Director for Region 31 signed copies of the attached notice marked "Appendix," for posting by Canoga Creations Incorporated, if it be willing, at places where it customarily posts notices to employees.

(c) Notify the Regional Director for Region 31, in writing, within 20 days from the date of the receipt of this Decision, what steps the Respondent has taken to comply herewith.⁵

It is further recommended that unless on or before 20 days from the date of receipt of this Decision the Respondent notifies said Regional Director, in writing, that it will comply with the terms thereof, the Board issue an Order requiring it to take such action.

⁴In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "a Decision and Order."

⁵In the event that this Recommended Order be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL MEMBERS OF FURNITURE WORKERS UNION LOCAL No. 500
AND TO ALL EMPLOYEES OF CANOGA CREATIONS INCORPORATED

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

WE WILL NOT induce or encourage any individual employed by Canoga Creations Incorporated, or any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his employment to use, process, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services, with an object of forcing or requiring Canoga Creations Incorporated, or any other employer engaged in commerce or in an industry affecting commerce, to cease doing business with Upholstery Supply Company.

FURNITURE WORKERS UNION LOCAL No. 500,
Labor Organization.

Dated _____ By _____
(Representative) (Title)

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

If members have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 312 North Spring Street, Los Angeles, California, Telephone No. 688-5850.

International Association of Machinists and Aerospace Workers, AFL-CIO [PMI Corporation] and United Brotherhood of Carpenters and Joiners of America, AFL-CIO and Robert L. Richart, Charles J. Maus, Jr., Leroy J. Smith. Case No. 38-CD-2. November 19, 1965

DECISION AND DETERMINATION OF DISPUTE

This is a proceeding pursuant to Section 10(k) of the National Labor Relations Act, as amended, following charges filed by Robert L. Richart, Charles J. Maus, Jr., and Leroy J. Smith, alleging that International Association of Machinists and Aerospace Workers, AFL-CIO, herein called the Respondent, had induced and encouraged employees to strike for the purpose of forcing or requiring PMI Corporation, herein called PMI or the Employer, and Continental Can Company, Inc., herein called Continental,¹ to assign particular work to members of the Respondent rather than to members of United Brotherhood of Carpenters and Joiners of America, AFL-CIO, herein called the Carpenters. A hearing was held before Hearing Officer Louis J. D'Amico, on July 20 and 21, 1965. All parties who

¹ Continental, against whom, together with PMI who performed the work in dispute, the picketing which gave rise to the charges herein was directed, was served with the formal papers in the case. However, it took no position at the hearing and refused to fully participate as a party therein.