

Ray Hopman d/b/a Ray Hopman Plumbing & Heating and Southern California Pipe Trades District Council No. 16. Case 31-CA-869

February 11, 1969

DECISION AND ORDER

**BY CHAIRMAN McCULLOCH AND MEMBERS
FANNING AND ZAGORIA**

On September 13, 1968, Trial Examiner Eugene K. Kennedy 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 General Counsel and the Respondent filed exceptions to the Trial Examiner's Decision, and the General Counsel filed a supporting brief and an answering brief to the Respondent's exceptions.

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.

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 record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, except as modified herein.

We find merit in the General Counsel's exceptions to the Trial Examiner's inadvertent failure to fully describe the appropriate collective-bargaining unit, and to make certain conclusions of law based upon his findings of fact. We substitute the following description of the bargaining unit for that in the Trial Examiner's Decision:

All employees of the employer-members of the Council, including Respondent's employees, employed as plumbing journeymen, heating and air-conditioning journeymen, industrial pipe fitters journeymen, lead burning journeymen, service and repair journeymen, and certified service and repair journeymen or who perform and are performing all plumbing, heating and piping work in the area known as Southern California, more particularly described as the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, and San Luis Obispo, but excluding office clerical employees, professional employees, guards, watchmen, and supervisors as defined in the Act.

We substitute the following Conclusions of Law for those of the Trial Examiner:

1. The Respondent is, and has been at all times material herein, an employer engaged in commerce

within the meaning of Section 2(6) and (7) of the Act.

2. The Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act

3. At all times material herein the Union has been the sole and exclusive bargaining representative of the employees in the appropriate unit described herein, including employees of the Respondent.

4. At all times material herein the Respondent has been a member of the Plumbing-Heating and Piping Employers Council of Southern California, Inc. and said Council exists for the purpose, in whole or in part, of bargaining with the Union with respect to wages, rates of pay, hours of employment, and other terms and conditions of employment.

5. By failing and refusing to recognize the Union as the bargaining representative of his employees, and by failing since April 24, 1967¹ to honor and apply the terms of the collective-bargaining agreement executed by the Council with the Union on his behalf on July 1, 1966, the Respondent has violated Section 8(a)(5) and (1) of the Act.

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

THE REMEDY

We agree with the Trial Examiner's Recommended Order insofar as it orders the Respondent to recognize the Union as the bargaining representative of his employees and to honor the collective-bargaining agreement by fulfilling his monetary obligations arising thereunder. Moreover, we find merit in the General Counsel's argument that the Respondent should be ordered to give retroactive effect from April 24, 1967 to all the terms and conditions of the bargaining agreement. Accordingly, we shall so modify the Trial Examiner's Recommended Order. Backpay, if any, shall be computed in accordance with the formula set forth in *F. W. Woolworth Company*, 90 NLRB 289, and shall bear interest as prescribed in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

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 the Respondent, Ray Hopman, d/b/a Ray Hopman Plumbing & Heating, Solvang, California, his agents, successors, and assigns, shall take the action set forth in the

¹This is the date specified in the complaint, and conceded in the Respondent's answer to the complaint, from which Respondent failed and refused to give effect to, maintain and enforce the subject collective-bargaining agreement

Trial Examiner's Recommended Order, as so modified.

1. Substitute the following for paragraph 1 of the Trial Examiner's Recommended Order

1. Cease and desist from:

(a) Refusing to recognize the Union and to make the payments due to date as required by its Labor Agreement with the Union.

(b) In any like or related manner, interfering with, restraining, or coercing his employees in the exercise of the right to self-organization, to form labor organizations, to join, or assist Southern California Pipe Trades District Council No. 16, or any other 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, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act.

2. Substitute the following as paragraph 2(a) of the Trial Examiner's Recommended Order:

"(a) Honor and give retroactive effect from April 24, 1967, to the terms and conditions of said agreement, including but not limited to the provisions relating to wages and other employment benefits, and in the manner set forth in the section of this Decision and Order entitled "The Remedy," make whole his employees for losses, if any, they may have suffered by reason of the Respondent's failure to honor and apply the terms of the labor agreement."

3. Substitute the following for the first indented paragraph of the Appendix.

I WILL NOT refuse to recognize the Southern California Pipe Trades District Council No. 16 as the bargaining agent for my employees and I WILL NOT refuse to honor and apply the terms of the labor agreement entered into on my behalf with the Union by the Plumbing-Heating and Piping Employers Council of Southern California, Inc.

4. Add the following indented paragraphs to the notice:

I WILL give effect, retroactive to April 24, 1967, to terms and conditions of said labor agreement, including but not limited to wages and other employment benefits, and I shall make my employees whole for any losses they may have suffered by reason of my refusal since that date to honor and apply the terms of said agreement.

I WILL NOT in any like or related manner, interfere with, restrain, or coerce my employees in the exercise of the right to self-organization, to form labor organizations, to join, or assist Southern California Pipe Trades District Council No. 16, or any other 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 except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

EUGENE K. KENNEDY, Trial Examiner: This proceeding was heard in Santa Barbara, California on March 26, 1968 and in Los Angeles, California on April 1, 1968.¹ The issue presented is whether Ray Hopman d/b/a Ray Hopman Plumbing & Heating, herein Respondent, violated its obligation to bargain by his failure to comply with the terms of a collective-bargaining agreement.

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

FINDINGS OF FACT

I. THE JURISDICTION OF THE BOARD

The litigation in this case was concerned in some measure with the question of membership by Respondent in the Plumbing-Heating and Employer Council of Southern California, herein called the Council. A finding on this question will be made in the course of considering the evidence that Respondent was a member at all times material herein.

During the calendar year 1966 and during the 12 months preceding October 24, 1967, the employer-members of the Council, in the course and conduct of their business, collectively purchased and received goods, materials and supplies valued in excess of \$50,000 directly from sources located outside the State of California.

During the calendar year 1966 and during the 12 months preceding October 24, 1967, the employer-members of the Council collectively performed services valued in excess of \$50,000 for agencies of the United States Government and/or private business firms which in turn engaged in National Defense work.

The Council is a trade association which admits to membership firms engaged in the plumbing-heating or piping industry in Southern California and which exists in part for the purpose of negotiating, executing and administering multiemployer collective-bargaining agreements on behalf of its members with the collective-bargaining representatives of their employees. The Council is engaged in commerce and in a business affecting commerce within the meaning of the Act

II. THE LABOR ORGANIZATION INVOLVED

The Southern California Pipe Trade District Council No. 16, herein the Union is a labor organization within the meaning of the Act

¹The charge was filed on October 10, 1967 and the complaint issued on December 22, 1967.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Events*

Respondent has been engaged in the plumbing business since 1957. He has at times been a member of the Union and since 1957 has personally executed two collective-bargaining agreements with the Union.

On October 27, 1965, Respondent was approached by Brian Bilat who was engaged in securing new members for the Council. Bilat's approach was to stress the advantages of having the Council represent small employers in their dealings with a powerful union in the event of disputes and also in negotiations.

On October 27, 1965, Respondent signed the application for membership in the Council (see attachment A).

The application recites that Respondent Hopman acknowledged receipt of the By-laws of the Council and the Labor Agreement in effect between the Council and the Union and by the execution of such agreement agreed to be bound by the By-laws and the Labor Agreement.²

By letter dated December 9, 1965, Respondent was informed by the Council that he had been accepted into the multiemployer association and from that time Respondent paid dues through June 1966 when the 1963-1966 Labor Agreement between the Union and the Council terminated.

A new agreement was negotiated between the Council and the Union effective July 1, 1966. Respondent was not informed of the terms of the new agreement prior to its execution and when he received a copy after July 1, 1966, according to his testimony he "blew his top" over a new provision in the agreement and thereafter refused to comply with its terms, or to make any payments required by the Labor Agreement.

The provision in the new agreement which was not in the previous one is as follows:

Section I

2. No employer employing less than three (3) journeymen shall be permitted to work with the tools on any job in any shop unless he complies with all the provisions of this agreement, including payment of all fringe benefits at journeymen rate of pay for fifty (50) full weeks a year. Such payment shall be a condition of being permitted to work with the tools.

Respondent submitted calculations that if he worked for the 3 year period covered by the Labor Agreement he

²Hopman testified that Bilat did not leave with him a copy of the By-laws and Labor Agreement. Although the question of when the Hopmans probably received the By-laws is not a substantial issue, in the entire context of events the testimony concerning their receipt has a bearing on assessing the accuracy of the evidence to the effect that Bilat said Respondent could withdraw from the Council at any time by sending a letter. Hopman testified that prior to November 1, 1966 he had never received a copy of the By-laws from anyone. At a later stage of his testimony he related that he received a copy of the Labor Agreement and By-laws, 3 or 4 weeks after he signed his application for membership in the Council, on October 27, 1965. He was recalled as a witness and changed his testimony to the effect that he first received a copy of the By-laws in November 1966. Bilat's testimony to the effect that when he signed up members he always gave them a paperbound copy of the By-laws and Labor Agreement was convincing and is credited as indicating he gave these documents to Respondent. Furthermore, his testimony is credited that it was an unvarying practice to send new members a leatherette bound copy of the By-laws, and it is found that Respondent received one of these as well as the copy given on the occasion of signing the application.

would have to make contributions amounting to \$11,690. About 30 percent of this would be of no benefit at all. This percentage represents the amount paid into the pension fund for which he was not eligible. About 25 percent represented compulsory payments for health and welfare which may or may not be useful to Respondent. Presumably substantial amounts would be due for Respondent's two employees since the record indicates he did not make any payments on their behalf after July 1, 1966. The amounts due may be different for Respondent than for his employees. According to the testimony of Council Representative Bilat, if an employer only personally performs service work, his obligation for contributions in connection with his own work is limited to 1 percent contribution for the apprentice fund. However, if at any time during the year he performs work characterized as new construction, he must make the full contributions for the entire year. The record reflects that Respondent performed some new construction work but has curtailed, if not eliminated it except for one project since July 1, 1966.

Although this matter could be resolved without reference to Respondent's obligation to the Council arising from the By-laws of the Council, a considerable part of the record hinged on Bilat's alleged representations concerning the timing and right of Respondent to withdraw from the Council.

Section E of the By-laws provides:

A regular member may resign effective upon the date of ratification of negotiations of any collective bargaining agreement between the Council and its members and the United Association of Journeymen and apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, provided such members shall have given notice of such intention during the period between ninety (90) and one hundred twenty (120) calendar days prior to such expiration date of such contract. In the absence of written notice as hereinabove provided, each member shall continue membership for the duration of days succeeding collective bargaining contract entered into between the Council and the United Association subject to resignation upon the date of ratification of each such succeeding contract upon ninety (90) to one hundred twenty (120) days notice prior to expiration date thereof as aforesaid.

Respondent's principal defense rests on a contention of fraud based on this claim of reasoning. Respondent contends that Bilat told the Hopmans, Respondent could withdraw from the Council at any time by sending a letter. This allegedly was a fraudulent representation and contrary to the provision for resignation in the By-laws as set forth above. Further when Respondent discovered that the Council had not carried out its allegedly declared purpose as contained in Bilat's representation to assist its members in dealing with the Union, but, on the contrary, negotiated a harmful agreement from Respondent's standpoint, it had a right to rescind its membership. Respondent contends that flowing from this right to rescind, the result would be that it was no longer bound by the Union's labor agreement. The two bases for fraud rest on an alleged misrepresentation of method of resignation and a misrepresentation that the Council would help its small employers.

A study of the record leads to the result that Respondent is bound by the 1966-69 Labor Agreement because it did not make a timely withdrawal from the Council and that he did not comply with the By-laws of

the Council which bind him to the 1963-1966 Labor Agreement by specific contractual provisions.

Even assuming, *arguendo*, there might be merit in Respondent's theory that a right to rescind his agreement with the Council would carry with it the right to relief from the Labor Agreement, the record facts do not support a basis for rescission.

Respondent claims that Bilat misled him by telling him he could withdraw from the Council at any time by sending a letter. Although Bilat conceded he could not recall the verbatim conversation with the Hopmans, he was definite in his testimony that he verbally told the Hopmans as he did other new members the requirements of the By-laws for resignation. As noted above, it is found that Respondent was furnished a copy of the By-laws on October 27, 1965 and another copy shortly thereafter. Respondent's application for membership in the Council, executed by him, also acknowledged receipt of a copy of the By-laws.

In addition on October 25, 1966, Respondent's handwritten note indicating a refusal to pay dues was on the basis that Respondent had not signed a new agreement, and was not based on the claim that Respondent could withdraw at any time.

On February 23, 1967, Respondent wrote a letter indicating a desire to sever any connection with the Council and to be relieved of any obligations under the labor agreement. While expressing dissatisfaction with the contract and lack of knowledge of its terms prior to its execution, Respondent made no mention of any misrepresentation about the method of resigning from the Council.

Respondent's attorney, in a letter of September 18, 1967, to a Joint Arbitration Board, stated that Respondent was induced by fraud to join the Council. The type of fraud is not specified and from the context of the letter it appears that the claimed fraud was based on the premise that Hopman was told the Council would help him, whereas the Council negotiated an agreement adverse to the interest of Respondent.

In addition, Respondent's affidavit given to a Board agent does not recite that Bilat told him he could withdraw from the Council at any time but merely recited that Bilat failed to tell him he could withdraw only at specified times. This affidavit was reviewed by Respondent and his attorney before he signed it.

Respondent's answer alleges collusion between the Union and the Council and that the Labor Agreement was unlawful but does not claim fraud based on Respondent being told he could withdraw at any time.

On November 1, 1966 Frances Hopman, wife of Respondent, added the following handwritten note on a letter sent to Respondent by the Council and returned it to the Council: "The man who sold us on this said we could drop it whenever we wanted to and since we did not sign the new Labor Agreement in July, we do not owe this."

This note was added on a letter from the Council which dealt with the resignation provision of the By-laws, and Mrs. Hopman's reply was directed to this after Respondent's previous reason given to the Council for attempting to withdraw was that he had not signed the agreement. It seems likely that Mrs. Hopman's note represented an additional attempt to avoid what was regarded as an extremely unjust agreement and it is not accepted as correctly reflecting Bilat's statement to the Hopmans about the conditions of resignation.

In summary, the record does not support a finding that misleading or false statements about the time and method of resignation induced Respondent to become a member of the Council and in turn become bound by the 1966-69 agreement with the Union.

In the other more nebulous area of claimed fraud suggested by some of the evidence, Respondent's defense is even less persuasive. In general terms the fraud seems to lie on the claim that Bilat represented to Respondent the Council would be helpful in dealing with the Union, whereas in fact the 1966-1969 agreement was economically harmful to Respondent. The realities of labor negotiations would militate against finding that Respondent was guaranteed that a good or better agreement would be negotiated. Perhaps the agreement was the best that could be obtained under the circumstances. The fact that the Council has approximately 400 members and slightly more than half are in the same position as Hopman, with three or less employees, prevents a finding on this record that Respondent has a right to rescind its agreement with the Council because it negotiated a poor labor agreement for Respondent even though Bilat undoubtedly told Respondent the purpose of Respondent was to aid him in dealing with the Union. Terms of any labor agreement would hardly be calculated to satisfy all 400 members of the Council. Respondent did not choose to follow the resignation procedure specified by the Council By-laws and the result, harsh though it may be, is a binding agreement with the Union.

Aside from the question of Respondent's right to resign from the Council, there is a basic principle established by case law which under the circumstances would bind Respondent to the 1966-1969 agreement executed by the Council and the Union.

From October 1965 until July 1, 1966, Respondent was a member in good standing with the Council, paid dues and other payments representing fringe benefits and thus was a member of a multiemployer bargaining unit. Respondent did not attempt to withdraw from the bargaining unit or the Council until a new contract had been executed. This by any test is not a timely withdrawal and Respondent is bound by the labor agreement negotiated by his representative.

The applicable law on this question is cited by the General Counsel in his brief as contained in *Tulsa Sheet Metal Works, Inc.*, 149 NLRB 1487 at 1500-01:

Once bargaining has commenced and negotiations are reaching their fruition, it would appear that stability of the collective-bargaining process would demand that withdrawal from group bargaining be permitted only under the most unusual circumstances. Such circumstances would not arise, it seems apparent, merely because the evolution of negotiations has indicated to one of the individual participants that its bargaining agent appears to be moving inexorably toward agreement or contract terms which would be to it economically burdensome. . . . some responsibility must rest upon the Employer who invokes the advantages of group bargaining to assess and assume the responsibilities and limitations inherent therein.

In the present case it was not a question of attempted withdrawal during negotiations, but after the execution of the agreement. Thus here Respondent would be bound by its terms irrespective of the Council By-laws as Respondent made no effort to terminate the authority of the Council as his bargaining agent until the new

agreement, which Respondent disliked, was executed.

Respondent makes a claim that the labor agreement was illegal and thus he was relieved from honoring its obligation. This contention does not meet the question of Respondent's obligation to recognize the Union as the lawful bargaining agent of his employees. As a practical matter this would probably be a matter of indifference to Respondent as he obviously is only concerned about the financial obligations arising from the Labor Agreement. On the question of illegality of the agreement, Respondent's contention amounts to little more than a bare claim. The Labor Agreement on its face pertains to and affects working opportunities of employees, which is a subject embraced by the National Labor Relations Act.

Respondent cites Section 16600 of the California Business and Professional Code.

Except as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, business of any kind is to that extent void.

This section is part of a statute now codified sometimes still referred to as the Cartwright Act.

Section 16722 of the Business and Professional Code also provides. "Any contract or agreement in violation of this chapter is absolutely void and is not enforceable at law or in equity."

Without resolving the question of federal preemption on this issue as suggested by *United States v. Carozzo* 37 F.Supp. 191, affd. 313 U.S. 539, and *United States v. William L. Hutcheson* 32 F.Supp. 600, the California authorities that have been reviewed establish that Respondent's defense on this point is without merit.

The test of whether an agreement is in violation of the Cartwright Act is whether by its nature it generally tends to lessen competition and creates a monopoly. *People v. Santa Clara Valley Bowling Proprietors Assn.*, 238 (C.A. 2) 225. The labor agreement here does not appear to meet this test.

A more definitive answer to this question, contrary to the position of Respondent, is contained in *O'Shea v. Tile Layers Union*, 155 Cal. App. 2d 373, 376:

Full freedom of employees to associate to negotiate the terms and conditions of their employment is the declared policies of this state. (Lab. Code 923) These provisions have been held to except from the operation of the Cartwright Act combinations of laborers for the purpose of furthering their interests (*L. Schweizer v. Local Joint Executive Board*, 121 Cal. App. 2d 45 (262 P (2) 568) and this exception is recognized where the object of the labor combination is reasonably related to wages, hours or conditions of employment. (*L. S. Smith Met. Market Co. v. Lyons*, 16 Cal. 2d 389 (106 P.2 414); *Los Angeles Pie Bakers Assn. v. Bakery Drivers*, 122 Cal. App. 2d. 237 (264 P.2 615).

The provisions of the labor agreement here challenged by Respondent require a price on the part of employers to work under certain conditions but have a clear relationship to providing additional work for employees.

In conclusion, it is found the General Counsel has clearly established Respondent has unlawfully failed to recognize the Union and to comply with his obligations under the Labor Agreement with the Union.

By virtue of his membership in the Council at all times material and his obligation to the Union embodied in an agreement containing a recognition and a union security clause,³ the Union at all times material has been, and is now, the exclusive majority representative of the

employees in this described unit:

All employees of the employer-members of the Council, including Respondent's employees, employed as plumbing journeymen heating and air-conditioning journeymen, industrial pipe fitters journeymen, lead burning journeymen, service and repair journeymen or who perform or are performing all plumbing, heating and piping work in this area known as Southern California, more particularly described as the Counties of Los Angeles, Orange, Riverside, San Bernadino, Imperial, San Diego, Ventura, Santa Barbara, and San Luis Obispo, but excluding office clerical employees professional employees, guards watchmen, and supervisors as defined in 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. Respondent is and has been at all material times an employer within the meaning of the Act.
2. The Union is and has been at all material times a labor organization within the meaning of the Act.
3. The bargaining unit of employees described in Section III at all times material has been represented by the Union as the exclusive majority bargaining representative of the employees in the unit including the employees of Respondent.
4. By failing and refusing to recognize the Union as the lawful bargaining representative of his employees and to honor the Labor Agreement with the Union covering such employees, Respondent has violated Section 8(a)(5) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

THE REMEDY

Having found that Respondent has engaged in unfair labor practices violative of Section 8(a)(5) and 8(a)(1) of the Act, it will be recommended that he cease and desist therefrom and take certain affirmative actions designed to effectuate the policies of the Act.

In order to remove the effects of the unfair labor practices, an order will be recommended requiring Respondent to fulfill all its monetary obligations arising from the Labor Agreement with the Union as well as to recognize the Union as the bargaining representative of his employees.⁴

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in this proceeding, it is recommended that Respondent, his agents, and assigns, shall:

1. Cease and desist from refusing to recognize the Union and to make the payments due to date as required by its Labor Agreement with the Union.
2. Take the following affirmative action which it is found will effectuate the policies of the Act

³*Tulsa Sheet Metal Works, Inc.*, supra, 1479

⁴*N.L.R.B. v. Hyde Supermarket*, 339 F.2d 568 (C.A. 9), *Ogle Protection Service*, 149 NLRB 545

(a) Make the payments as described in paragraph 1 above.

(b) Preserve until compliance with any order made by the National Labor Relations Board for payments due under the Labor Agreement is effectuated and make available to the said Board and its agents upon request for examination and copying all payroll records, social security payment records, timecards, personnel records and reports and all other records relevant to a determination of the amount of payments due as provided under the terms of any such order.

(c) Post in conspicuous places at Respondent's place of business including all places where notices to employees are customarily posted, copies of the notice attached hereto and marked "Appendix."⁵ Copies of said notice on forms to be provided by the Regional Director for Region 31, shall, after being duly signed by Respondent, be posted immediately upon receipt thereof and be maintained by it for a period of 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, defaced, or covered by any other material.

(d) In writing, notify the Regional Director for Region 31 within 20 days from the receipt of this Decision, what steps Respondent has taken to comply herewith.⁶

⁵In 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"

⁶In the event that this Recommended Order be adopted by the Board, this provision shall be modified to read "Notify the Regional Director, for Region 31, in writing, within 10 days from the date of this Order what steps the Respondent has taken to comply herewith"

APPENDIX

NOTICE TO ALL EMPLOYEES

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 employees that:

I WILL NOT refuse to recognize the Southern California Pipe Trades Council No. 16 as the bargaining agent for my employees and will pay all monetary obligations due under an agreement with said labor organization from July 1, 1966 to date.

RAY HOPMAN, D/B/A
RAY HOPMAN PLUMBING
& HEATING
(Employer)

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 employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 215 West Seventh St., Los Angeles, California, 90014, Telephone 688-5850.

ATTACHMENT A

APPLICATION FOR MEMBERSHIP

To:
PLUMBING-HEATING
AND PIPING EMPLOYEES
COUNCIL OF
SOUTHERN CALIFORNIA, INC.
608 South Hill Street, Suite 1010
Los Angeles, California 90014

Date *October 27, 1968*

The undersigned hereby applies for membership in the PLUMBING-HEATING AND PIPING EMPLOYEES COUNCIL OF SOUTHERN CALIFORNIA, INC., and in connection therewith hereby states and agrees.

1. That the undersigned is a licensed contractor engaged in the plumbing, heating and/or piping industry within the following Southern California counties: Los Angeles, Orange, Riverside, San Bernadino, Imperial, Ventura, Santa Barbara, San Luis Obispo and San Diego.

2. That if admitted to membership the undersigned will abide and be bound by all the provisions of the Articles of Incorporation and By-laws of the Council as they now exist and as they may be amended, and will thereby, and also by virtue of this application, become a party to and be bound by the Southern California Pipe Trades Agreement between the Council and Southern California Pipe Trades District Council No. 16 of the United Association and affiliated local unions. Receipt of copies of the Articles, By-laws, and labor agreement now in force is hereby acknowledged.

3. The PLUMBING-HEATING AND PIPING EMPLOYEES COUNCIL OF SOUTHERN CALIFORNIA, INC., is hereby designated as the sole and exclusive collective bargaining representative for and on behalf of the undersigned, and the Council and its Officers and other designated representatives are authorized to execute any and all labor agreements and documents which are to be binding upon the members

of the Council in accordance with the By-laws.

4. During the past year the average number of United Association members employed by the undersigned was 2.

Ray Hopman Plumbing & Heating 688-6691 (805)
Name of Firm or Contractor Business Phone Number

1661 Fir Avenue Solvang California
Business Street Address City State Zip Code

Contractor's License No. 173575 Type L34396 Business License No. 93463

Is your firm a corporation no, Partnership no, or single ownership yes

OFFICERS, PARTNERS OR OWNERS OF BUSINESS

Name Ray Hopman Title Owner
Name Title
Name Title

5. Name of Officer, Partner or Owner to be excluded from coverage by the labor agreement: (List only one. See Section I Paragraph 2 of Labor Agreement).

Ray Hopman Title Owner

6. Name of Workmen's Compensation Insurance Carrier State of California.

7. Name of Disability Insurance Carrier Northern Insurance Co.

8. Name, HOME ADDRESS, and telephone number of one principal of your firm:

Ray Hopman, 1661 Fir Ave., Solvang, Calif., 688-6691
9. Other firms in the plumbing, heating and piping industry in which I/We have management or ownership interest:

Name and Address X Phone

Name and Address X Phone

Name and Address X Phone

I certify that I am authorized to execute this application for the above named firm with knowledge that the information contained herein may be relied upon by the Council and its members.

By /s/ Ray Hopman Owner
Authorized Signature Title