Operating Engineers Local 12; Ventura Building and Construction Trades Council; Steamfitters Local 250, United Association of Journeymen & Apprentices of Plumbing and Pipefitting Industry of United States and Canada; Teamsters Local 186, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; Ventura County District Council of Carpenters *and* Van Construction Co. Case 31-CC-146

June 23, 1969

DECISION AND ORDER

BY CHAIRMAN MCCULLOCH AND MEMBERS BROWN AND ZAGORIA

On July 31, 1968, Trial Examiner William E. Spencer issued his Decision in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging 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. The Trial Examiner also found that the Respondents had not engaged in certain other unfair labor practices alleged in the complaint and recommended that such allegations be dismissed. Thereafter, Respondents filed exceptions to the Decision and supporting briefs, and the General Counsel and Charging Party filed exceptions and supporting briefs. The Respondents filed answering briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its 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, briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following modifications.[1]

We disagree with the Trial Examiner's conclusion that Respondent Operating Engineers Local 12 violated Section 8(b)(4)(ii)(B). The Trial Examiner found that Minor, a representative of the Engineers, accompanied Rose, a representative of Ventura Building and Construction Trades Council, on a visit to Wells, owner of General Ready Mix, Inc. During this visit, Rose made statements to Wells which, the Trial Examiner properly found, constituted a threat to Wells, made for the purpose of causing the latter to cease doing business with Van Construction Co., the Charging Party in this proceeding. The Trial Examiner also implicated Minor in this threat, stating:

> [I]t is obvious, I think, that whether or not [Minor] overheard the actual remarks made by Rose to Wells, he knew what Rose's purpose was in talking to Wells, and acquiesced in, if he did not actually participate in, Rose's statements to Wells.

We believe that the evidence as to Minor's known participation in the threat made to Wells is insufficient to sustain the Trial Examiner's speculation. Minor had a legitimate reason for visiting Wells (a dispute over delinquent fringe benefits), and he discussed the matter with Wells before he left the premises. Wells himself testified that his only conversation with Minor related to these fringe benefits. Minor testified without contradiction that he had also talked to Wells about the disputed fringe benefits on a previous occasion and that he was not present when Rose and Wells had the conversation in which the threat was made. We agree with Respondent Engineers that the evidence does not support an assumption that, merely because the visit was a joint one, Rose and Minor were acting in concert with regard to the unlawful threat made by Rose. Accordingly, we shall not adopt the Trial Examiner's conclusion that Respondent Engineers engaged in unlawful conduct or his recommendation that Engineers be ordered to cease and desist therefrom.

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 below, and orders that Respondents, Ventura Building and Construction Trades Council and Teamsters Local 186, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, their officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order, as herein modified:

1. Delete from the first line of the second paragraph of the Trial Examiner's Recommended Order the word "Engineers."

2. Delete from the notice to all members attached to the Trial Examiner's Decision all references to the "Operating Engineers Local 12."

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

WILLIAM E. SPENCER, Trial Examiner: Pursuant to a charge filed January 19, 1968, and an amended charge filed February 7, 1968, in Case 31-CC-146 by Van

[1] Member Zagoria would also find that Respondent Steamfitters, by its agent Lee Wood's threats to Frank Davis, Phillips' district production superintendent, violated Sec. 8(b)(4)(ii)(B).

Construction Co., hereinafter Van; and a charge in Case 31-CC-151 filed February 27, 1968, by the same party, the General Counsel of the National Labor Relations Board, the latter hereinafter the Board, issued his complaint in Case 31-CC-146 dated March 6, 1968, and an amended complaint pursuant to an order consolidating Cases 31-CC-146 and 31-CC-151, dated March 28, 1968, alleging in substance that the Respondents in furtherance of their labor dispute with Van picketed the La Conchita, California, construction project on which Van was engaged along with other employers, with an object of causing certain employers, neutral in Respondents' dispute with Van, to cease doing business with Van, thereby engaging in unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(B) of. the National Labor Relations Act, as amended. The Respondents in their duly filed answers denied the commission of the alleged unfair labor practices.

Pursuant to due notice a hearing was held before me at Ventura, California, on April 15, 16, 1968, with all parties participating. At the outset of the hearing the General Counsel moved to sever Cases 31-CC-151 and 31-CC-146 and thereafter to proceed solely with Case 31-CC-146, on the ground that an informal settlement, approved by the Board's Regional Director, had been reached in Case 31-CC-151. There being no objection to the motion it was granted. Accordingly, Case 31-CC-151 has been deleted from the title of this proceeding and no further reference will be made to it.

Upon the entire record made in Case 31-CC-146, my observation of witnesses, and consideration of briefs filed with me by the General Counsel, the Charging Party, and the Respondents respectively, I make the following:

Findings of Fact

I. THE BUSINESS OF THE EMPLOYERS

(a) Van, a California corporation with its office located at Saticoy, California, is engaged as a general contractor for the oil industry. In the course and conduct of its business operations, Van annually performs services valued in excess of $50,000 for oil companies within the State of California, each of which have gross annual revenues in excess of $500,000 and annually ship products valued in excess of $50,000 directly outside the State of California

(b) At all times material, Phillips Petroleum Company, herein called Phillips, engaged in the exploration, production, and sales of petroleum products nationwide and worldwide.

(c) At all times material, General Ready Mix Inc., herein called General, and Livingston Graham Ventura Inc., herein called Livingston, with their offices located in Santa Paula, California, have been engaged in business as concrete suppliers in the building and construction industry.

(d) At all times material herein, Hooker Co. of Santa Paula, herein called Hooker, with its office located in Santa Paula, California, has been engaged in business as a manufacturer of asphalt paving materials in the building and construction industry.

(e) At all times material herein, Van has a contract with Phillips valued in excess of $300,000 for the construction of a crude oil production terminal for Phillips at La Conchita, California, herein called the project. The project is to receive crude oil from an off-shore oil well platform presently being constructed by Phillips.

II. THE LABOR ORGANIZATIONS INVOLVED

Operating Engineers Local 12 (Engineers); Ventura Building and Construction Trades Council (Ventura); Steamfitters Local 250, United Association of Journeymen & Apprentices of Plumbing and Pipefitting Industry of United States and Canada (Steamfitters); Teamsters Local 186, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Teamsters); and Ventura County District Council of Carpenters (Carpenters), respectively are, and at all material times herein have been, labor organizations within the meaning of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *The Picketing*

Van, a general contractor for the oil industry was, at all material times, a party to a contract with Phillips, by the terms of which Van was to construct a crude oil production terminal for Phillips at La Conchita, California. The some 75 employees of Van working on the La Conchita job were covered by an agreement between Van and United Mine Workers, District 50.

On January 16, 1968, Ventura, by a motion carried by a voice vote of its members, sanctioned an informational picket line by its affiliated unions, including all the Respondent unions herein except Steamfitters, because of Van's alleged failure to pay prevailing wages, fringe benefits, etc.

Picketing of Van on the La Conchita job began on January 18, when pickets appeared at the front or main gate to the project, bearing signs which read:

VAN

CONSTRUCTION COMPANY

NOT PAYING PREVAILING

WAGES AND BENEFITS

OR WORKING CONDITIONS

OF

OPERATING ENGINEERS

LOCAL 12

SANCTIONED BY THE

VENTURA BUILDING

& CONSTRUCTION TRADES

COUNCIL

After about 2 weeks of picketing the text of the picket signs was changed to substitute VENTURA COUNTY DISTRICT COUNCIL OF CARPENTERS for that of LOCAL 12, but in all other respects remained the same. After two more weeks of picketing TEAMSTERS LOCAL 186 was substituted as the name of the picketing

union.

On February 19, Phillips installed a sign at a rear gate to the La Conchita project, apparently not previously in general use, which read:

NOW WORKING ON SITE

THIS GATE FOR THE FOLLOWING COMPANIES ONLY

OTHERS USE THE MAIN GATE

(followed a listing of four companies other than Van, together with the crafts involved in the work of the said four companies.)

Commencing on February 19, pickets bearing the same picket signs used at the main or entrance gate, with the name of TEAMSTERS LOCAL 186 appearing thereon, appeared at the rear gate and continued picketing the said gate until March 5, when a second sign was attached to the rear gate reading:

USE OF THIS GATE

PROHIBITED

FOR

VAN CONSTRUCTION CO.

ITS EMPLOYEES . ITS SUPPLIERS

AND ITS DELIVERY MEN.

There was no picketing at this rear gate after the above sign was attached to it. Picketing at the main gate continued until March 11, 1968, when it ceased pursuant to a temporary injunction granted in a Federal District Court.

Commencing on March 15, and continuing to date, there has been picketing at the main gate with signs reading:

VAN

CONSTRUCTION CO.

UNFAIR FAILS TO

MEET CARPENTERS

AREA STANDARDS,

WAGES AND FRINGES

VENTURA COUNTY

DISTRICT COUNCIL

OF CARPENTERS.

B. *Evidence of Unlawful Object*

Aside from the picketing of the rear gate to the La Conchita project between February 19 and March 5, there were certain statements made by Victor Rose, a business representative of Ventura; Elbert H. Minor, Jr., a representative of Engineers; Arthur J. Bauerline, a business agent of Teamsters; and Lee Wood, an agent of Steamfitters, which the General Counsel contends disclosed an unlawful object in the picketing of the La Conchita project. The General Counsel further relies on a document entitled "Resolution," signed by Rose, adopted by Ventura at its meeting of March 19, and sent to Phillips by Rose on March 22, which included the following paragraphs:

> WHEREAS, it is essential to the Ventura County Building and Construction Trades Council and the California Building and Construction Trades Council that continued subcontracts to Van Construction Company of Phillips Petroleum cease as they are detrimental to the best interests of the members of organized labor because of said nonpayment of prevailing wages, fringe benefits and working conditions.
>
> NOW, THEREFORE, BE IT RESOLVED that the California Building and Construction Trades Council, together with the California Federation of Labor, organize a consumer boycott against Phillips Petroleum throughout the State of California and throughout the United States, if necessary, in an effort to correct the conditions which are destroying the wages, fringe benefits and working conditions that have been built up over the years due to the struggle and privation on the part of the members of the building Trades Unions in the State of California.

(The Resolution also made reference to the fact that other production terminals would be built in the area and that Van, because of its alleged nonpayment of prevailing wages, fringe benefits and working conditions, would probably obtain substantial subcontracts on these terminals.)

Coming now to statements and conduct alleged to show unlawful motive.

On about January 23 Rose and Minor saw Ortho P. Wells, owner-manager of General, at General's premises. According to Wells, Rose asked Wells about his dealings with Van, and when Wells said that he was selling concrete to Van f.o.b. the plant and leasing some trucks to Van, Rose said that Van was not "Union" and was not paying the prevailing wage scale. He asked Wells not to furnish trucks to Van. When Wells repeated that he was not delivering the concrete to Van, that he would like to continue selling concrete to Van f.o.b. the plant, Rose said, "we don't want you to do it. If we have to send out some letters to stop our boys from buying from you, well, we'll do that, too," that he, Rose, could send a letter to cement masons and stop the masons from buying from General. According to Wells, shortly before Minor and Rose left his premises, Minor brought up the subject of a month's fringe benefits owed to a former Wells' employee. It appears that Wells was in financial difficulties at the time and had some tax problems. Admittedly, he owed the fringe benefits in question. A few days later, Rose and Minor again visited Wells. Rose asked Wells if he was still selling concrete to Van and Wells replied in the negative. As a matter of fact, Wells sold no concrete to Van following the first visit of Rose and Minor. Prior to the January 23 meeting, Rose had never called on Wells, and Rose and Minor had never jointly called on Wells.

Rose and Minor admitted that they made joint visits to Wells on about the dates testified to by Wells. According to Minor, he made no mention of the stiuation with respect to Van when talking to Wells on either occasion,

and overheard no conversation between Rose and Wells in which that matter was discussed. Minor testified that his conversations with Wells, outside the exchange of pleasantries, were concerned solely with Wells' delinquency in the payment of fringe benefits, and the latter's tax and other difficulties. Rose testified that his conversation with Wells on January 23 occurred after Minor absented himself to confer with an employee of another employer who occupied premises jointly with Wells; that on noticing that a truck with Van lettering on it had come into the yard, he asked Wells, "what was going on"; Wells replied that he leased trucks to Van, that he had received a call from a driver who had refused to cross the picket line to deliver to Van, and inquired of Rose what was happening, to which Rose replied that he had not visited the picket line that day. Rose testified that was all he recalled of the conversation with Wells. Concerning his second visit, Rose testified that Minor said he had seen an Internal Revenue notice in the paper and had better see Wells before there was nothing left for him to get, whereupon he, Rose, accompanied Minor on this second visit to the Wells' premises. On meeting with Wells, Minor said he would like to get his money on the delinquent fringe benefits as soon as possible, and when Minor broke off the conversation to see members of his union who had just driven up, Wells said that one of his lease trucks had broken down, and the other pulled back to make local deliveries, and consequently he was not supplying any more concrete to Van. Rose denied that he made the statement attributed to him by Wells in which he, Rose, in effect, threatened that if Wells continued to sell concrete to Van he would stop the masons from buying from Wells.

On the entire testimony and my observation of the witnesses, I am convinced that the primary purpose of the joint meeting of Rose and Minor with Wells on January 23, and again a few days later, was not to collect the nominal sum owed by Wells on fringe benefits of a former employee, but to stop Wells from supplying concrete to Van. I credit Wells that in the first of these conversations, Rose threatened that he could cause masons to cease doing business with Wells if the latter continued to supply concrete to Van, and that it was pursuant to this conversation that Wells ceased doing business with Van. Furthermore, while it appears that Minor may have confined his remarks on both occasions to the matter of Wells' delinquency in paying fringe benefits to a former employee, it is obvious, I think, that whether or not he overheard the actual remarks made by Rose to Wells, he knew what Rose's purpose was in talking to Wells, and acquiesced in, if he did not actually participate in, Rose's statements to Wells. It is just not believable that these two joint visits were made with no purpose in mind but to collect the delinquent fringe benefits owed a single employee, or that Minor was not well aware of pressures to be applied by Rose to stop Wells from supplying concrete to Van.

Other conversations involve Teamster representative Bauerline. Dennis R. Powell, a dispatcher for Livingston, a concrete supplier in the building and construction industry, received a notice of sale of concrete to Van on January 15, 1968. On January 16, Bauerline called at Powell's office and asked Powell if he knew for a fact that Van had the contract on the La Conchita job. When Powell said he thought Van had the contract, Bauerline, according to Powell, said it was not likely that Livingston or anyone else would deliver to the job; that Van was not signed with the Building Trades Council; that there would be a sanctioned picket line if Van worked on the project. Livingston, whose employees were covered by a Teamsters contract, did not deliver to the job. On January 24, Bauerline spoke to George Nottingham, division manager of Hooker, on the telephone; told Nottingham that Teamsters had a problem with Van at the project site; that General was going to ship concrete to Van and for this reason Teamsters would probably picket the single entrance gate to premises occupied jointly by General, Hooker and Asbury. Toward the close of the telephone conversation, according to Nottingham, Bauerline mentioned that General was behind in its fringe benefit payments. Bauerline admitted that he had a conversation, as testified to by Powell, in which he stated that if Van got the La Conchita job it would be picketed. "And I'm sure that I discussed it to some extent, what our problems were concerning Van Construction," Bauerline testified. He further testified concerning Teamsters' practice of notifying employers with whom it had bargaining contracts, of the existence or the possible existence of picket lines.

Bauerline admitted that he had a telephone conversation with Nottingham on or about January 24, after an officer of Asbury, with whom he had previously discussed the possible picketing of General, asked him to repeat the conversation to Nottingham, with Asbury's officer listening in. According to Bauerline, he stated in his telephone conversations, that it might become necessary for Teamsters to picket the common entrance gate to the property jointly occupied by them and General because of General's failure to pay amounts owed in unpaid wages and unpaid benefits. He admitted that during these conversations he had reason to "suspect" that Wells was doing business with Van, and later testified that he had received reports that General was delivering to the La Conchita jobsite.

I credit Bauerline that in his conversation with Powell, he did no more than inform the latter of Teamsters' intention to picket Van if Van got the contract on the La Conchita job, and that it was customary to so inform employers with whom it had bargaining agreements of such matters. I do not regard his accompanying statement that it was not likely that Livingston or anyone else would deliver to the job if Van got the contract, as any more a threat than the announcement of Teamsters' intention to picket. Of course, it was hoped that the picketing would stop all deliveries as long as Van was on the job. I believe it is entirely legitimate for labor organizations to inform employers with whom they have bargaining agreements, of picketing, in force or projected. The three-way telephone conversation in which Bauerline made his threat to picket General is someting else, for as in the case of Rose and Minor, I am convinced that it was to stop General from doing business with Van, rather than General's wage and fringe benefit delinquincies, that occasioned the threat. I credit Nottingham that it was only toward the close of the telephone conversation, and after the threat to picket General had been made, that Bauerline mentioned General's failure to pay past wage and fringe benefits.

Finally, on about January 19, Wood, of the Steamfitters, went to the office of Frank Davis, district production superintendent for Phillips, and when Davis said he understood "you're having some problems at La Conchita," and asked Wood to "explain to me what you think the problem is?" Wood said Phillips was doing business with an unfair contractor: "You're doing business with Van Construction Company. He does not pay prevailing wages and does not have the fringe benefits that

our Union has worked so hard for over a great many of years." Davis further testified that Wood "reiterated several times that we would need steelworkers, pipefitters, and what have you; that Van did not have qualified people to do this, and that we were not going to be able to do the job without them"; that "They're not going to be able to do the work for you." Wood did not testify.

It is clear from Davis' testimony that he invited Wood to explain the situation with respect to Van, and that Wood did. The only thing that could reasonably be construed as a threat, was Wood's statement that Van did not have qualified workers; that Phillips would have to look at Steamfitters and other unions for qualified workers; and that because of the picketing these union craftsmen and workers would not be available for work on the project. If it was legitimate for Wood to mention the fact of the picketing to Davis, and to give the reasons for it — and I think it was, particularly since Davis asked for it — I do not see how Wood's explanation of the probable consequences of the picketing in terms of union workmen who normally would be expected to refuse to cross the picket line, adds to the evidence of unlawful object in picketing.

C. *Concluding Findings*

Informational, or area standards picketing is, and has been lawful since the earliest decisions in the matter following the demise of what is commonly called the Eisenhower Board. *Calumet Contractors Assn.*, 133 NLRB 512; *Riggs Plumbing & Heating Contractors*, 137 NLRB 1125. The text of the picket signs used at the La Conchita project met all the requirements of approved informational picketing, as did the picketing itself with the exception, possibly, of the few days that the rear gate of the project was picketed. The first sign erected at this rear gate by implication excluded its use by Van, but there is evidence that companies named in the sign continued on occasion to use the main gate, and there was no sign at the main gate relating to its use by Van, or otherwise. Once a sign specifically excluding Van and its suppliers appeared at this gate, all picketing of the gate ceased.[1] While to me the first sign was clear enough in its implications, apparently it was not to Respondents for otherwise why did the picketing cease immediately upon appearance of the second sign, and I believe it is Respondent's object, not mine, that we are getting at. In all, I am not convinced that the incidence of picketing at the rear gate for a short time established an unlawful object in the picketing of the project.

As to the official action taken by Ventura in sanctioning the picketing, it was limited to informational picketing and except for the statements and conduct of its agent, Rose, the matter would end there. I do not regard its Resolution of March 19, transmitted to Phillips on March 22, some 11 days after picketing sanctioned by Ventura ceased pursuant to a temporary injunction, is properly related to the picketing that actually occurred at the La Conchita project or is acceptable evidence of an unlawful object with respect to that picketing. There can be no doubt that it is the hope if not the intention of all informational picketing to bring the picketed employer to terms or to put him out of business, and this is legitimate under the decisions so long as the picketing is truly and solely informational in character. " '[A]n object' in the statute means something more than a hope or expectation."[2] If the threat of a boycott contained in the March 19 resolution is to be equated with the picketing that ceased on March 11 for purposes of proving an unlawful object in the latter, a labor organization acts at the peril of having purely informational picketing declared unlawful if it engages in other, unrelated methods to bring an offending employer to heel, even though the picketing has ceased due to a court order before the "other methods" are brought into play.

Rose's statements and conduct on the two occasions when he visited General in company with Minor did not fall within the purview of Ventura's sanctioning of informational picketing of La Conchita, but Rose was acting with ostensible authority when he threatened Wells with resprisals if the latter continued to do business with Van and both Ventura and Engineers are bound by his statements and conduct, Ventura because he was Ventura's agent and was ostensibly speaking for Ventura, Engineers because Minor acted in concert with him and at no time repudiated his threat. We are all familiar with the rulings holding an employer responsible for the unauthorized, unratified, statements of some intermeddling supervisor. The same applies to Bauerline's statements and conduct in threatening Hooker with a picket at the only gate giving access to the property Hooker shared with General and Asbury, because of his information that General was supplying concrete to Van on the La Conchita job. This was indirect pressure exerted on General with the object of causing General to cease doing business with Van. I do not find, however, that Bauerline's further statements to Livingston or Wood's solicited statements to Phillips, furnish additional evidence of an unlawful object in the picketing, or constitute a violation of Section 8(b)(4)(ii)(B).

As to the theory of a joint venture by which all the Respondents are to be charged with an unlawful object in their picketing because of statements and conduct of Rose for Ventura, Bauerline for Teamsters, and Minor for Engineers, none of the other Respondents participated in the said conduct further than that they, with the exception of Steamfitters, were affiliated with Ventura. I think the *joint* venture embracing all of the Respondents began and ended with the sanctioning of informational picketing and the exchange of pickets bearing signs which were purely informational in character. Consequently, I would not hold Carpenters and Steamfitters individually for the unauthorized and unratified statements and conduct of Rose, Minor, and Bauerline in which they did not participate and concerning which it has not been shown that they had knowledge. If they had any direct interest in the operations of General it was not shown. There is, indeed, authority to the contrary but I believe that the purposes and policies of the Act are adequately served by restricting remedial measures to the actual wrongdoers, and I shall make my recommendations accordingly.

While a finding of a violation of Section 8(b)(4)(ii)(B) is found with respect to Respondents Teamsters, Engineers, and Ventura, this does not carry with it the necessary corollary that employees of neutral employers were encouraged and induced to cease work by picketing that had an object of causing their respective neutral employers to cease doing doing business with Van. The illegal pressure was exerted on General, without particular

[1] There was a post-hearing, all-party stipulation, that picketing at the rear gate ceased on March 5, and the transcript of proceedings is corrected to reflect this fact.

[2] *United Steel Workers of America* v *N.L.R.B.*, 294, F 2d 256, 259 (C.A.D.C.).

reference to the picketing, and it appears that at the time of the picketing General had no employees, and it is not shown that Hooker, through whom pressure on General was exerted, had employees affected by the picketing. In short, in my opinion this record does not support a finding that the picketing of the La Conchita project which in and of itself was solely informational in character, had the reasonable effect of illegal inducement and encouragement because of unlawful pressures exerted against General, who had no employees, to cease doing business with Van. Accordingly, I shall recommend dismissal of the 8(b)(4)(i)(B) allegations of the complaint.

Upon the foregoing findings of fact and the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. Phillips, Van, Livingston, General, and Hooker are, each of them, employers within the meaning of Section 2(2) of the Act, engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Respondents herein, and each of them, are labor organizations within the meaning of Section 2(5) of the Act.

3. By the statements and conduct set forth in Section III, *supra,* Respondents Ventura, Engineers, and Teamsters have restrained and coerced General and Hooker with an object of forcing or requiring General to cease doing business with Van.

4. By the aforesaid conduct, Respondents Ventura, Engineers, and Teamsters, and each of them, have engaged in unfair labor practices within the meaning of Section 8(b)(4)(ii)(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.

6. Respondents Carpenters and Steamfitters have not engaged in any of the alleged unfair labor practices.

7. Respondents have not engaged in unfair labor practices violative of Section 8(b)(4)(i)(B) of the Act.

RECOMMENDED ORDER

Upon the entire record in the case and pursuant to Section 10(c) of the Act, it is recommended that Respondents Ventura, Carpenters, and Teamsters, jointly and severally, their respective officers, representatives, agents, successors, and assigns, shall:

Cease and desist from threatening, coercing, or restraining Hooker, General, or any other employer or person engaged in commerce or in an industry affecting commerce, where an object thereof is to force or require General, or other said employer or person, to cease doing business with Van.

Take the following affirmative action required to effectuate the policies of the Act:

(a) Post at their respective offices and meeting halls wherever located copies of the attached notice marked "Appendix."[3] Copies of said notice, on forms to be furnished by the Regional Director for Region 31, shall, after being duly signed by the Respondents' respective authorized representatives, be posted by them immediately upon receipt thereof, and be maintained by them for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondents to insure that said notices are not altered, defaced, or covered with any other material.

(b) Furnish to the Regional Director aforesaid signed copies of the attached notice marked "Appendix" for posting by Hooker and General, if they so desire, at places where they customarily post notices to their employees.

(c) Notify the Regional Director for Region 31, in writing, within 20 days from the receipt of this Decision, what steps the Respondent has taken to comply therewith.[4]

It is recommended that the complaint be dismissed in its entirety with respect to Steamfitters and Carpenters, and that the allegation of 8(b)(4)(i)(B) violations be dismissed with respect to all Respondents.

[3] 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 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"

[4] In the event that this Recommended Order is 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

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 jointly or severally threaten, coerce, or restrain General Ready Mix Inc., Hooker Co. of Santa Paula, California, or any other employer or persons engaged in commerce or an industry affecting commerce, with an object of forcing or requiring General Ready Mix Inc., or other said employers or persons to cease doing business with Van Construction Co.

OPERATING ENGINEERS LOCAL 12
(Labor Organization)

Dated By
(Representative) (Title)

VENTURA BUILDING AND CONSTRUCTION TRADES COUNCIL
(Labor Organization)

Dated By
(Representative) (Title)

TEAMSTERS LOCAL 186, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA
(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, 10th Floor, Bartlett Building, 215 West Seventh Street, Los Angeles, California, Telephone 688-5850.