

Glaziers & Glassworkers Local No. 513 and Linclay Corporation of America. Case 14-CC-630

June 23, 1971

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS FANNING AND BROWN

On March 2, 1971, Trial Examiner Robert E. Mullin issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged 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 together with 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.

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 the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.¹

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Trial Examiner and hereby orders that the Respondent, Glaziers & Glassworkers Local No. 513, St. Louis, Missouri, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's recommended Order.

¹ We agree with the Trial Examiner's findings that the Respondent, through its agents Brown and Bernsen violated Section 8(b) (4) (i) (ii) (B) of the Act. *Local 349, International Brotherhood of Electrical Workers, AFL-CIO (Dade Sound and Controls)*, 149 NLRB 430, 434. However, we do not rely or base any inference on the Respondent's failure to notify Pittsburgh Plate Glass Company that it was free to impose disciplinary action on Bernsen or any other employee. There is no contention by Respondent that its conduct in this case was motivated by a work preservation object.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

ROBERT E. MULLIN, Trial Examiner: This case was heard in St. Louis, Missouri, on January 12, 1971, pursuant to a charge duly filed and served,¹ and a complaint issued on November 24, 1970. The complaint presents questions as to whether the Respondent Union violated Section 8(b) (4) (i) and (ii) (B) of the Act. In its answer, duly filed, the Respondent denied all allegations that it had committed any unfair labor practices.

All parties appeared at the hearing with counsel and were given full opportunity to be heard, to examine and cross-examine witnesses, to introduce relevant evidence and to argue orally. At the close of the hearing, counsel for the Respondent Union made a short closing statement. The other parties waived oral argument. On February 16, 1971, both the General Counsel and the Charging Party submitted briefs to the Trial Examiner.

Upon the entire record in the case and from his observation of the witnesses, the Trial Examiner makes the following:

FINDINGS OF FACT

I. THE EMPLOYERS INVOLVED

Linclay Corporation of America, herein Linclay, the Charging Party, is a Missouri corporation engaged in business as a general contractor, with its principal office in the City of Maryland Heights, Missouri. During the year ending July 1, 1970, a representative period, Linclay purchased and had delivered to its construction sites in Missouri, building materials valued in excess of \$50,000 which came to Linclay directly from points located outside the State of Missouri.

Pittsburgh Plate Glass Company, herein PPG, is a Pennsylvania corporation doing business in Missouri and in many other States throughout the United States. It was engaged, at all times material herein, in the manufacture, sale, and distribution of glass, paint, and related products. During the year ending July 1, 1970, a representative period, PPG purchased and had delivered to its place of business in St. Louis, Missouri, goods and materials valued in excess of \$50,000 which came to PPG directly from points located outside the State of Missouri.

Maplewood Mill, herein Maplewood, is a Missouri corporation, with an office and place of business in Maplewood, Missouri, where it is engaged in the sale and distribution of overhead doors and related products. During the year ending July 1, 1970, a representative period, Maplewood purchased and had delivered, to its aforesaid place of business, overhead doors valued in excess of \$50,000 which came to Maplewood directly from the plant of the Raynor Corporation, an Illinois corporation, herein called Raynor, located in Dixon, Illinois.

Upon the foregoing facts, as to which all counsel stipulated at the hearing, the Trial Examiner concludes and finds that Linclay, PPG and Maplewood are, and have been, employers engaged in commerce, or in industries affecting commerce as defined in the Act.

II THE LABOR ORGANIZATION INVOLVED

Glaziers & Glassworkers Local No. 513, herein called Union, or Local 513, is a labor organization within the meaning of the Act.

¹ The charge was filed on October 30, 1970.

III THE ALLEGED UNFAIR LABOR PRACTICES

Background and Sequence of Events

In the fall of 1970, Linclay, as the general contractor, was engaged in the completion of a large Western Auto Distributing Center on a 13-acre tract in the vicinity of O'Fallon, Missouri (hereinafter referred to as the O'Fallon site, or Western Auto job).² Linclay had numerous subcontractors engaged at the scene. One, PPG, had a subcontract to furnish all the store fronts and perform all the necessary glass and glazing work thereon. Maplewood, another subcontractor, was responsible for the installation of certain overhead doors on the truck entrances to the Western Auto building. The doors had been secured by Maplewood from the Raynor plant in Dixon, Illinois, and each had several glass windows, all of which had been preglazed at the factory.

On October 7, 1970,³ Maplewood had installed about 25 percent of the Raynor doors and all of the doors needed for completion of the contract were on the site and ready for installation. That same day, PPG sent a glazing crew to commence installation of the store front windows. At this same time, Linclay had carpenters and general laborers at work on the jobsite. Before the PPG employees arrived on the job, a business agent for Local 513 complained that Maplewood was using material that had preglazed sash. After PPG began its glazing work, the union steward for PPG voiced a similar complaint.

The glaziers for PPG remained at work until noon on October 9, when they left the job to attend a meeting called by the PPG management. The next working day they did not report for duty and thereafter they did not return to work until the General Counsel secured an injunction against the Respondent from the United States District Court for the Eastern District of Missouri. The employees of Maplewood and Linclay, however, remained at work throughout this period. While the glaziers refused to work on the O'Fallon job, Linclay had to reschedule the work being done by its employees and those of the other contractors. Wooden frames were constructed in the store front openings and covered with polyethylene in order to protect the interiors from the weather and from other sources of damage while Linclay and its other subcontractors proceeded with the rest of the work in the area while they awaited resumption of the glazing by PPG. In the meantime, whereas the glaziers employed by PPG refused to work on the O'Fallon job, they worked at another site in the St. Louis metropolitan area where PPG had a glazing contract for Linclay.

The Respondent conceded that at no time material herein did the Respondent have any dispute with either Linclay or PPG.

B. *The Alleged Violations of Section 8(b) (4) (i) and (ii) (B) of the Act; Contentions of the Parties; Findings of Fact and Conclusions of Law in Connection Therewith*

The General Counsel alleged that on about October 12, and thereafter, the Respondent violated Section 8(b) (4) (i) and (ii) (B) of the Act in that it engaged in, and induced and encouraged individuals employed by PPG to engage in, a strike or refusal to perform services for PPG at the O'Fallon jobsite, objects of which acts and conduct being (1) to force and require Linclay to cease doing business with Maplewood; (2) to force and require PPG to cease doing business with Linclay; and (3) to force and require Maplewood to cease

doing business with Raynor. All of these allegations are denied by the Respondent. To the facts in connection with these issues we will now turn.

First to be resolved is the status of Jack Bernsen, shop steward for the glaziers in the employ of PPG.⁴ The Respondent conceded that until about November 18,⁵ Bernsen was the duly appointed shop steward for its members who were working for PPG. The Union denied, however, that in this office, Bernsen was acting as its agent within the meaning of Section 2(13) of the Act.

The collective-bargaining agreement between the Respondent and PPG, in effect from November 1, 1968, until October 31, 1971, has the following provision relevant to the agency issue:

ARTICLE XXII

Shop Steward

The Company agrees to the right of the Union to select a Shop Steward. The Shop Steward shall be selected from among the employees of the Company, and shall be a working Steward. *The Steward shall be an agent of the Union in the absence of the Business Representative.* The duty of the Shop Steward shall be to enforce the provisions of this agreement. An employer cannot discharge a Shop Steward without permission of a joint conference committee consisting of two representatives of the Employer and two representatives of the Union. [Emphasis supplied.]

Each Employer will be notified by the Union as to who the Shop Steward will be in that Employers Shop. At no time will the Union appoint the last Glazier employed at [sic] Shop Steward, except at shops there is only one Glazier employee.

Ronald Brown, business agent for Local 513, testified that any grievances arising on a job are referred to the steward first and that it is the responsibility of the latter to resolve them, if possible. In the event that the steward's efforts are unsuccessful the matter is passed on to the business agent. Brown further testified that:

... the steward more or less acts as the [business] agent in the absence of the [business] agent and tries to settle all grievances . . . by himself, instead of involving the whole union.

According to Brown, the executive board of the Union, selects the steward for a shop and can remove him at any time.

From both the language of article XXII in the collective-bargaining contract, quoted above, and from Brown's testimony, it is clear that in the absence of Business Agent Brown, the shop steward was an agent of the Union as to any problems which the members wished to bring up on the job. Since the steward also had to be a member of the employer's workforce, by the very fact it was insured that he would be present with the rest of the glaziers most of the time, in contrast with the necessarily limited and infrequent visits to a jobsite which the Union's business agent could make. Under these circumstances, it is apparent that at all such times as the business agent was not on the job, the steward was the Union's representative and, as such, an agent of the Respondent within the meaning of Section 2(13) of the Act. *United Brotherhood of Carpenters & Joiners of America, Local 2067 (Batterman Construction, Inc.)*, 166 NLRB 532, 540; *Sheet*

⁴ The status of Ronald Brown, business agent for Local 513, was not in dispute. In its answer, the Respondent conceded that at all times material herein, Brown was its agent within the meaning of the Act.

⁵ On that date, the Union removed Bernsen as its steward and appointed Jerry DeBold, another employee, to act in that capacity.

² Erwin D. Roesler, manager of construction for Linclay, testified that this was a \$3,500,000 project.

³ All dates hereinafter are for 1970, unless specifically noted otherwise.

Metal Workers International Association, Local 299, AFL-CIO (W. F. Kisner, et al.), 134 NLRB 1202, 1210-11; *Combustion Engineering, Inc.*, 130 NLRB 184, 200, *enfd. sub nom., N.L.R.B. v. International Brotherhood of Boilermakers, Local 83*, 321 F.2d 807, 810-811 (C.A. 8).

Erwin D. Roesler, manager of construction for Linclay, testified that a day or two before PPG began work on the O'Fallon job, Business Agent Brown telephoned to ask whether Roesler realized that the overhead doors being installed at the jobsite were preglazed. According to Roesler, after he acknowledged that he had no knowledge of this matter, Brown told him that the sash work on those doors "was glaziers' work and that the glaziers should have the glazing of these doors." Roesler testified that he told Brown that the doors had been glazed out of State and that, insofar as he understood the jurisdictional rules of Brown's International Union, Local 513 had no claim to performing the glazing work on the doors. According to Roesler, the conversation was concluded when Brown stated that he wanted to contact Maplewood about the matter and asked that Roesler provide him the name and telephone number of the job foreman for that company.

On October 7, PPG started on the O'Fallon job. According to Russell G. Kelly, glazing superintendent for PPG, the initial crew consisted of three glaziers. These were Jack Bernsen, the shop steward, James Williams, and Charles Wade. Kelly testified that, in addition to being the union steward, Bernsen was "in charge of the job" for PPG. He explained that although Bernsen received no extra compensation for this responsibility, the latter was the one on whom he relied to lay out the work involved and give the other members of the crew the proper assignments.

According to Kelly, on the afternoon of October 8, Bernsen telephoned him to ask what he knew about the overhead doors that Maplewood was installing at the O'Fallon site, and why there was no union label on the preglazed sash. Kelly testified that Bernsen stated that he planned to talk with Business Agent Brown about the matter, and that he, in turn, urged that Bernsen do so, telling him at the time that he (Kelly) was confident that Bernsen would find that whatever problem the steward envisaged could be resolved. At the hearing Kelly testified that when he himself learned that Maplewood had preglazed doors on the jobsite he realized that PPG would have some problem with its glaziers because he knew from past experience that they would refuse to work on a job where preglazed work was being installed.

Kelly credibly testified that on the afternoon of October 8 he also received a telephone call from Business Agent Brown who stated that he had "to find out if they (the overhead doors) are union glazed" and who told Kelly that "we have to get this straightened out." According to Kelly, he assured Brown that whatever problem the business agent envisaged could be "straightened out." Kelly testified that in concluding their conversation, Brown stated "That either he'd find out about the preglazed sash or . . . he would have to get off the job."

On October 9, a Friday, PPG worked at the O'Fallon site in the morning, but that afternoon Superintendent Kelly called all the glaziers back to the shop for a meeting on safety. Bernsen testified that while at this meeting he was asked by one of the other glaziers whether he was on the O'Fallon job, and, after answering in the affirmative, he volunteered the comment that "I am not going to be there any more, though." Bernsen testified that when his coworker then inquired as to the reason for this statement he told him that it was because "I saw some preglazed sash out there and I wasn't going to work on it myself." Other glaziers heard Bernsen talking about this issue at the safety meeting. James Whitelaw, a PPG

employee who was present that day and who subsequently refused to work on the O'Fallon job, testified that he first learned that preglazed sash was being used in the construction of the Western Auto warehouse when he heard Bernsen talking about it at this safety meeting.

Bernsen, a member of the Union for 22 years, stated at the hearing "I don't like to work on preglazed job." On cross-examination and when asked about certain testimony he had given at the injunction hearing in the Federal District Court, he conceded that the last time he had worked on a job where there were preglazed doors had been some 15 years earlier.

The following Monday, October 12, was a paid holiday for the members of Local 513 and no work was performed that day. Kelly testified that he notified Bernsen and Williams that they were to return to the O'Fallon job when work was resumed on the morning of October 13. According to Kelly, soon thereafter, Bernsen telephoned to ask whether anything had been "straightened out"⁶ as to the overhead doors which Maplewood was installing. Kelly testified that after telling Bernsen that there had been no further discussion with Business Agent Brown since the preceding Thursday, Shop Steward Bernsen told him "Either get it straightened out or I am going to have to get off the job."

On October 13, neither Bernsen or Williams reported for work at the O'Fallon site. Bernsen testified that the night before he telephoned Business Agent Brown, told him that he was not going to work on the O'Fallon job any more and inquired as to whether there was any other work which he could have. Brown thereupon assigned him to another construction project in the area which was described in the record as the Venture Store job. Bernsen testified that thereafter, in discussing the subject with Williams, his coworker, he stated that he was not going to do any further work on the O'Fallon job and that Williams could "do what you want." Brown testified that in his conversation with Bernsen⁷ he told the steward "You should work on it [the O'Fallon job] but it is up to you." Brown further testified that Williams called him that same evening to inquire about the glazing on the Maplewood doors and that he also urged Williams to go back to work on the O'Fallon job, but that he concluded their conversation with the comment "Of course, it is up to you whether you do or not. . . ."

Kelly credibly testified that on the afternoon of October 13 he talked with Bernsen as to why he had not reported for duty on the O'Fallon job. The steward at first told the superintendent that he was sick, but later acknowledged that he had been working at another construction project that day. According to Kelly, he then told Bernsen that he wanted to assign him back to the O'Fallon job for work the following morning, but the latter thereupon declared that he would refuse to go there again.

Subsequent to October 13, Kelly was unable to induce any of his glaziers, all of whom were members of Local 513, to work on the O'Fallon project, until after entry of the injunctive decree. In a conversation with Business Agent Brown on October 13, Kelly told him that the glaziers were refusing to work on the O'Fallon job. Brown testified that when Kelly told him in this discussion that the crew had walked off the job he was unable to understand why and could only suggest that Kelly assign some other men to the O'Fallon site.

Kelly made no attempt to assign anyone to the Western Auto job for 2 or 3 weeks. Then he scheduled employees Harry Weber and Donald Gerken to work there. Both

⁶ The quotation is from Kelly's credited testimony.

⁷ According to Brown, he had this telephone conversation with Bernsen one evening during the period October 9 to 13, but he could not fix the precise date of their discussion.

refused to go. About a week later, Kelly assigned two other glaziers, James Whitelaw and Lester Jackson, but they likewise declined. At the hearing Whitelaw testified that he refused to go to the Western Auto job because he would not "work on a job with preglazed sash on it." Both Whitelaw and Jackson had been at the PPG safety meeting on October 9, at which time Steward Bernsen had announced that he was not returning to the O'Fallon job because preglazed sash was being used on the site. As found earlier, Whitelaw conceded that he had heard the foregoing remarks by Bernsen. Whitelaw had been a member of Local 513 for 8 years. He testified that during that period he had worked with preglazed sash on only one occasion.⁸

Kelly testified that after Whitelaw and Jackson refused to work at the O'Fallon site, he talked with "just about all of them [the glaziers]" working for PPG, but that he was unable to find anyone who would work there. In fact, as noted earlier, no glaziers returned to the Western Auto job until after the entry of the injunction on November 25.

In a telegram dated November 13, Business Agent Brown sent the following message to Bernsen and the other 14 glaziers in the employ of PPG:

IN ORDER TO COMPLY WITH SIGNED COLLECTIVE BARGAINING AGREEMENT WE HAVE WITH PPG INDUSTRIES, GLAZIERS AND GLASS WORKERS LOCAL UNION 513 IS INSTRUCTING YOU TO REPORT AND PERFORM SERVICES AT THE WESTERN AUTO ST CHARLES CENTER, O'FALLON, MO., CONSTRUCTION PROJECT LINCLAY CORP OF AMERICA GENERAL CONTRACTOR, PPG INDUSTRIES, SUBCONTRACTOR, IF AND WHEN YOU ARE ASSIGNED TO THIS PROJECT

As is evident from a reading of the above, the text of this telegram did not caution the members that the Union would discipline them in any manner should they continue to refuse to perform services for PPG, nor did it refer in any manner to the fact that the Union might be sued because of their conduct. As found earlier, on the next Monday after the Union sent the preceding message to the PPG employees, Superintendent Kelly sought to dispatch union members Whitelaw and Jackson to the O'Fallon job, but both declined to go.

In a letter dated November 19, Business Agent Brown informed PPG that employee Jerry DeBold had been appointed the Union's steward for the glaziers at PPG. At the hearing, Brown testified that the executive board of Local 513 removed Bernsen because he would not follow "our instructions." Brown, however, did not elaborate on how Bernsen had failed to follow any instructions of Local 513 which would have encouraged its members to work at the O'Fallon jobsite. Article XXII of the collective-bargaining agreement between PPG and Local 513 specifically provides that a steward may be discharged only with the permission of a joint conference committee made up of equal representatives of both the Union and the Employer. Superintendent Kelly testified, credibly, that no one from Local 513 ever informed him that the Union would support an employer demand that Bernsen be dismissed. Bernsen, of course, as found above, had refused to work on the O'Fallon project on October 13 and at all times thereafter. Nevertheless, over a month elapsed

before Local 513 removed him as steward, allegedly for failure to follow the Union's instructions.

On October 30, Linclay filed the charge which initiated the present proceeding. Thereafter the General Counsel filed a petition in the Federal District Court for the Eastern District of Missouri for an injunction against Local 513 pursuant to Section 10(1) of the act. On November 19, that Court issued an order directing that the Union appear for a hearing on November 25 and show cause why it should not be enjoined as the General Counsel prayed in the aforesaid petition. In view of the foregoing chronology, it is the conclusion of the Trial Examiner that the issuance of the Court's order to show cause had more to do with the Union's announcement of Bernsen's removal than any alleged failure on Bernsen's part to follow instructions from Local 513.

Even before the PPG glaziers arrived on the O'Fallon site, Business Agent Brown contacted Roesler, construction manager for Linclay, to protest that, the Raynor doors which Maplewood was then installing were preglazed and to assert that "... this was the glaziers' work and ... the glaziers should have the glazing of these doors." For approximately 2½ days, on and after October 7, and until noon on October 9, the Respondent's members worked on the Western Auto job. Then, at the safety meeting which PPG held for its glaziers on the afternoon of the latter date, Shop Steward Bernsen discussed the use of preglazed sash on the O'Fallon job with his coworkers and announced that because of this fact he would not work there any longer. This conduct on Bernsen's part was followed on October 13, the next working day, by his refusal to report for duty at the Western Auto site. Thereafter, and until the entry of the aforementioned Federal Court order, neither Bernsen nor any other glazier in the employ of PPG would accept an assignment to work on the Western Auto site. When Superintendent Kelly protested to Business Agent Brown that the employees were refusing to work on this job, the latter professed an inability to understand this development. Although Brown testified that he thereafter told Bernsen that he should report for any work that PPG assigned him even from his own testimony, it appears that Brown also told the steward that the decision as to what to do was "up to him." Moreover, when Bernsen refused to work for Superintendent Kelly on October 13, Brown not only made no effort to penalize him for this action, he promptly found other work for Bernsen at the Venture Store, another construction project. Under its contract with Local 513, PPG could not discharge or discipline Bernsen for failure to comply with the orders of Superintendent Kelly unless the Union concurred. It was undenied that no one from Local 513 ever advised Kelly that he was free to discipline Bernsen for his refusal to perform his assigned duties on the O'Fallon job.

Business Agent Brown conceded that the Union claims the right to do all glazing at a jobsite and when an employer resists this claim, the Union customarily protests and at times this includes a refusal on the part of the members to perform any work until an adjustment is made. Superintendent Kelly testified that when he learned about the presence of preglazed sash on the O'Fallon job he knew from past experience that the glaziers "would refuse to work the job. . . ."

At one point during the hearing, Brown testified that in a conversation with Kelly on about October 13 or 14, he told the superintendent that he could not understand why the glaziers had walked off the Western Auto site. This statement is incredible. Even before PPG arrived at the jobsite, Brown had served notice on Roesler, Linclay's superintendent, that Local 513 would make an issue of the fact that Maplewood, as a subcontractor, was using preglazed sash. Promptly thereafter Shop Steward Bernsen proceeded to demonstrate con-

⁸ This one instance had occurred at what was known in the record as the Lustre-Lite job. According to Business Agent Brown, on that job a dispute arose as to certain preglazing that had been done on the materials being used, and the Union made a demand for the work. Brown testified that the dispute was settled after the employer acquiesced in the Union's demand that the glazing work in question be done at the jobsite.

⁹ The quotation is from Brown's testimony.

cern about the same matter. Later, at the safety meeting for the PPG glaziers, Bernsen discussed the problem with his coworkers and declared that because of the preglazed sash on the Western Auto site he himself would do no further work there. Steward Bernsen's declaration to this effect was notice enough to the others present as to what a loyal union member should do.¹⁰ By this conduct and by his subsequent refusal on October 13 to accept an assignment to the O'Fallon job, Bernsen was putting into effect the very action which Business Agent Brown had threatened when on October 8 he told Superintendent Kelly that the "problem" of the preglazed sash on the Western Auto site would have to be "straightened out" or "he would have to get off the job."

Business Agent Brown testified that on about October 13, Attorney Levine, counsel for the Union, advised Brown that he would have to tell the men "they have to go on that job or we are in trouble." Notwithstanding this advice, Brown allowed a full month to elapse without taking any concrete steps to terminate the work stoppage. Then, on November 13 he sent telegrams to the PPG employees urging that they return to work and on November 19 he notified PPG that the Union had replaced Bernsen as the steward. Most significant in this chronology is the fact that on the last mentioned date the Respondent was served with a District Court order to show cause as to why the General Counsel's petition for injunctive relief should not be granted. From this it is apparent that only the likelihood of a Federal Court order caused the Respondent to put forth any effort at getting its members back on the O'Fallon job. Even then, on the basis of the findings set forth above, it is the conclusion of the Trial Examiner that the telegrams which Brown sent to the PPG employees and the Union's subsequent removal of Bernsen as its steward were "meaningless except to give the appearance of compliance with the Act." *Local 1016, United Brotherhood of Carpenters & Joiners (Booher Lumber Co., Inc.)* 117 NLRB 1739, 1748, enfd. as to this point, 273 F.2d 686 (C.A. 2).

As the Union's agent on the jobsite, Bernsen had a duty to remonstrate with any employee who threatened to walk off the job for one of the proscribed objectives. *Combustion Engineering, Inc.*, 130 NLRB 184, 200, enfd. *sub nom.*, *N.L.R.B. v. International Brotherhood of Boilermakers, Local 83*, 321 F.2d 807, 810-811 (C.A. 8). Far from doing that, Bernsen, by his acts and conduct, led the way for his coworkers and fellow members to engage in a strike. *Local No. 789 International Hod Carriers, etc. (Doyle and Russell)*, 125 NLRB 571, 573. Thereafter the Respondent manifested its acquiescence and approval of Bernsen's strike activity by referring its shop steward to another job when he announced that he would not work on the O'Fallon project for PPG. *Millwrights Local 1102, United Brotherhood of Carpenters and Joiners (Dobson Heavy Haul, Inc.)*, 152 NLRB 217, 218, enfd. 403 F.2d 219 (C.A. 6).¹¹

¹⁰ See, *United Brotherhood of Carpenters & Joiners of America, Local 2067 (Batterman Construction, Inc.)*, 166 NLRB 532, 540, where the Board said.

A steward is the first union representative the members look to, and the man from whom they take their cues insofar as union policy is concerned, when a labor dispute arises on the job; he is expected to know both their rights and responsibilities under the contract between the union and their employer and their rights and responsibilities as union members. This places the steward in a position where he carries a duty both to the union and its members whom he serves and to the contracting employer to exercise great care to see that he carries out those duties in a manner commensurate with such responsibility.

¹¹ See *International Longshoremen's and Warehousemen's Union, CIO, Local 6 (Sunset Line and Twine Company)*, 79 NLRB 1487, at 1508, where the Board stated, "But the principal's consent, technically called authoriza-

In view of the foregoing findings, the Trial Examiner concludes that the Respondent was well aware that its members were refusing to perform services for PPG and that it acquiesced in and ratified this strike action. On this record, it is likewise clear that among the objects of this conduct were: (1) to force PPG to cease doing business with Linclay because the latter had subcontracted the installation of preglazed overhead doors to Maplewood; (2) to force Linclay to cease doing business with Maplewood because Maplewood was installing the doors; and (3) to force Maplewood to cease doing business with Raynor, the manufacturer of the preglazed doors. Under these circumstances, and in the light of the findings set forth above, the Trial Examiner concludes and finds that, since about October 13, 1970, the Respondent engaged in and induced and encouraged its members to engage in a refusal to perform services and restrained and coerced Linclay, PPG, and Maplewood for the purpose of forcing or requiring one person in commerce to cease doing business with other persons in commerce, and that the Respondent thereby violated Section 8(b)(4)(i) and (ii)(B) of the Act.

CONCLUSIONS OF LAW

1. PPG, Linclay, and Maplewood are, and at all times material herein have been, engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. Respondent, Local 513, is a labor organization, and Ronald Brown and Jack Bernsen were, at all times material, its agents within the meaning of the Act.
3. By inducing or encouraging individuals employed by persons engaged in commerce, or in an industry affecting commerce, to engage in a strike or refusal to perform services, and by coercing or restraining persons engaged in commerce or in an industry affecting commerce, with an object of forcing or requiring PPG to cease doing business with Linclay, forcing or requiring Linclay to cease doing business with Maplewood, and forcing or requiring Maplewood to cease doing business with Raynor, Respondent has violated Section 8(b) (4) (i) and (ii) (B) of the Act.
4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, the Trial Examiner will recommend that the Respondent be ordered to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Upon the foregoing findings and conclusions and the entire record, and pursuant to Section 10(c) of the Act, the Trial Examiner hereby issues the following recommended:

ORDER¹²

Respondent, Glaziers & Glassworkers Local No. 513, its officers, agents, and representatives, shall:

tion or ratification, may be manifested by conduct, sometimes even passive acquiescence, as well as words. Authority to act as agent in a given manner will be implied whenever the conduct of the principal is such as to show that he actually intended to confer that authority.

¹² In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

1. Cease and desist from:

(a) Engaging in, or inducing or encouraging individuals employed by Pittsburgh Plate Glass Company, or by any other persons engaged in commerce or in an industry affecting commerce, to engage in strikes or refusals in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or perform services; and from threatening, coercing, or restraining Pittsburgh Plate Glass Company, Linclay Corporation of America, Maplewood Mill, or any other person engaged in commerce or in an industry affecting commerce, where, in either case, an object thereof is to force or require Pittsburgh Plate Glass Company, or any other person, to cease doing business with Linclay Corporation of America, or to force or require Linclay Corporation of America to cease doing business with Maplewood Mill, or to force or require Maplewood Mill to cease doing business with Raynor Corporation.

(b) In any manner, or by any means, including picketing, orders, directions, instructions, requests or appeals, however given, made or imparted or by any like or related acts or conduct, by permitting any such to remain in existence or effect, engaging in, or inducing or encouraging any individual employed by Pittsburgh Plate Glass Company, or by any other person engaged in commerce or in an industry affecting commerce to engage in a strike or 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 service, or in any manner or by any means threatening, coercing or restraining Pittsburgh Plate Glass Company, Linclay Corporation of America, Maplewood Mill, or any other person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is to force or require Linclay Corporation of America to cease doing business with Maplewood Mill or to force or require Pittsburgh Plate Glass Company to cease doing business with Linclay Corporation of America or to force or require Maplewood Mill to cease doing business with Raynor Corporation.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Post in Respondent's business office and meeting halls in St. Louis, Missouri, copies of the attached notice marked "Appendix."¹³ Copies of the notice, on forms provided by the Regional Director for Region 14, after being duly signed by the Respondent's authorized representative, shall be posted 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 the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

¹³ In the event that the Board's Order is enforced by a Judgment of United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(b) Sign and mail sufficient copies of said notice to the Regional Director for Region 14 for posting by each of the employers named in the preceding paragraphs, if they be willing, at all places where notices to their respective employees are customarily posted.

(c) Notify the Regional Director for Region 14, in writing, within 20 days from the date of the receipt of this Decision, as to what steps the Respondent has taken to comply herewith.¹⁴

¹⁴ In the event that this recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read: "Notify the Regional Director for Region 14, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT engage in a strike, or induce or encourage individuals employed by Pittsburgh Plate Glass Company, 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 their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, materials, articles, or commodities, or to perform any services, nor will we threaten, coerce, or restrain the above-named Employer, or any other person, where an object thereof is to force or require Pittsburgh Plate Glass Company to cease doing business with Linclay Corporation of America, or to force or require Linclay Corporation of America to cease doing business with Maplewood Mill, or to force or require Maplewood Mill to cease doing business with Raynor Corporation.

GLAZIERS &
LOCAL NO. 513
(Labor Organization)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

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.

Any questions concerning this Notice or compliance with its provisions, may be directed to the Board's Office, 210 North 12th Boulevard, Room 448, St. Louis, Missouri 63101, Telephone 314-622-4167.