

Napa and Solano Counties Building and Construction Trades Council, AFL-CIO; United Brotherhood of Carpenters and Joiners of America, Local No. 180, AFL-CIO and Bowers Building and Construction Company

Napa and Solano Counties Building and Construction Trades Council, AFL-CIO and Bowers Building and Construction Company. Cases 20-CC-1170 and 20-CC-1178

November 7, 1972

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS
FANNING AND JENKINS

On July 19, 1972, Administrative Law Judge¹ Stanley Gilbert issued the attached Decision in this proceeding. Thereafter, the Respondents filed exceptions and a supporting brief; and the General Counsel filed cross-exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions² of the Administrative Law Judge and to adopt his recommended Order.

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 Administrative Law Judge and hereby orders that Respondents, Napa and Solano Counties Building and Construction Trades Council, AFL-CIO, and the United Brotherhood of Carpenters and Joiners of America, Local No. 180, AFL-CIO, their officers, agents, and representatives, shall take the action set forth in said recommended Order.

¹ The title of "Trial Examiner" was changed to "Administrative Law Judge" effective August 19, 1972

² In sec. III, par. (b), of his Decision, the Administrative Law Judge, in summarizing the illegal conduct engaged in by the Respondent, inadvertently referred to the Respondents' restraint and coercion of subcontractor Contempo as violative of Sec. 8(b)(4)(i)(B) of the Act. This inadvertence is hereby corrected to read 8(b)(u)(B) of the Act

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

STANLEY GILBERT, Trial Examiner: Based on a charge filed in Case 20-CC-1170 on November 1, 1971, as amended on November 4, 1971, by Bowers Building and Construction Company, hereinafter referred to as Bowers, and a charge filed by said Company in Case 20-CC-1178 on November 26, 1971, the consolidated complaint herein was issued on December 21, 1971. The complaint alleges that Napa and Solano Counties Building and Construction Trades Council, AFL-CIO, and the United Brotherhood of Carpenters and Joiners of America, Local No. 180, AFL-CIO, hereinafter referred to as the Trades Council and Carpenters, respectively, violated Section 8(b)(4)(i) and (ii)(B) of the Act. Respondents by their answer deny certain of the material allegations of the complaint, including the allegations that they engaged in conduct violative of the Act.

Pursuant to a notice, a hearing was held in San Francisco, California, on February 28 and 29, 1972, before me. On May 8, 1972, briefs were received from the General Counsel and Respondents which have been carefully considered.

Upon the entire record¹ in this proceeding and my observation of the witnesses as they testified, I make the following:

FINDINGS OF FACT

**I. THE BUSINESSES OF THE EMPLOYERS INVOLVED
HEREIN**

At all times material herein, Bowers Building and Construction Company, a Utah corporation, having a business office in Salt Lake City, Utah, has been engaged as a general contractor in the construction of church buildings for the Latter Day Saints throughout the Western United States, including a church building at Vacaville, California, the jobsite involved in this proceeding. During the past year, in the course and conduct of its business operations, Bowers has purchased goods, supplies, and materials valued in excess of \$50,000 which have been shipped directly from one State of the United States to another.

At all times material herein, John Coonley, d/b/a Contempo Excavating Co., herein called Contempo, with a place of business at Los Angeles, California, has been engaged in the performance of excavation work for general contractors.

At all times material herein, Vacaville Building and Materials Co., herein called Vacaville Materials, has had an office and plant in Vacaville, California, where it has been engaged in the building and construction industry as a supplier of ready-mix concrete to building contractors, including Bowers.

At all times material herein, Bowers has been an

¹ In addition to the transcript of the testimony and the exhibits introduced during the course of the hearing, an exhibit numbered TX Exh 1 was received in evidence, as set forth by an order issued by the Trial Examiner dated April 21, 1972.

employer engaged in commerce and in an industry affecting commerce within the meaning of Section 2(6) and (7) of the Act.

At all times material herein, Contempo and Vacaville Materials have each constituted an employer or person engaged in commerce or in an industry affecting commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATIONS INVOLVED

As is admitted by Respondents, Respondent Carpenters has been a labor organization at all times material herein within the meaning of Section 2(5) of the Act. Although Respondents deny the allegation, it is found, for the reasons stated hereinbelow, that Respondent Trades Council, as alleged, has been a labor organization at all times material herein within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

The only witnesses who were called were those called by the General Counsel and the only evidence introduced in the record was offered by the General Counsel.² Thus, the findings hereinbelow are based on the uncontradicted and credited testimony of General Counsel's witnesses and the exhibits received in evidence.

On or about October 20, 1971, Bowers commenced its work as the general contractor on the aforesaid church site in Vacaville. For the initial work, which included staking out the site, building shacks and fences, and digging a trench for the telephone lines, Bowers employed its own workers in the job classifications of carpenters and laborers. Said employees were not represented by any labor union. Clarence Van Katwyk served as Bowers' job superintendent and was primarily responsible for the project on a day-to-day basis. His immediate supervisor was Calvin Boswell, Bowers' project manager, whose office is in Salt Lake City.

Bowers subcontracted the excavation work to Contempo which Contempo began on or about October 22, 1971. On or about the same time, Bowers entered into an agreement with Vacaville Materials to supply concrete for the jobsite. Contempo's excavation work was done by workers employed by Contempo. It is not clear whether all or only some of Contempo's said workers, during the time material herein, were not represented by any labor organization.³ The concrete was to be hauled by Bowers' employees in Bowers' trucks from Vacaville Materials' plant.

At the time Bowers' employees started placing stakes at the jobsite, William Leshe came to the jobsite and, after talking to some of said employees, approached Katwyk and asked "if the company was union or what and who the company was." He also asked Katwyk "was the job going to be union." It appears that this conversation took place prior to the time Contempo began its excavation work. Several days later, Leshe and Gayle Collins visited the

jobsite and spoke with Katwyk. They introduced themselves and stated that they represented the Trades Council and asked whether he had had any instructions from his head office as to whether the job was going to be union or nonunion. Katwyk credibly testified: "And they were also mentioning about, you know, the union can get awful rough; sugar in gas tanks and things." Katwyk told them that he had called Boswell and that Boswell was coming to the jobsite. Katwyk further credibly testified that the next day when Leshe again came to the jobsite he asked him whom he represented, and Leshe stated that he represented "all the unions" and gave him his business card which indicated that Leshe was a business representative of the Carpenters.

On October 25, Boswell received a telephone call from Leshe. Boswell's credited testimony with respect to their conversation is as follows:

A. Mr. Leshe told me that he represented the Carpenters and Trades Council located in Vallejo, California. He wanted to know what our intentions were regarding a union at the Vacaville job. I told him at that time that since he had asked for Mr. Bowers that I would relay the information to Mr. Bowers and ask Mr. Bowers to call him back if he so desired.

He did say in this conversation that he had to know right away, because he had called a Trades Council meeting of all Trades at 9:00 a.m. the following morning.

About 10 o'clock that same morning, Katwyk came out of his shack and observed Leshe, John Coonley, the owner of Contempo, and some of Contempo's truckdrivers across the street from the jobsite. He went up to them and asked Coonley when he was going to get the "hole dug" to which Coonley replied that Leshe had "pulled the men off the job and stopped them from working." This was stated in Leshe's presence and it does not appear that he denied Coonley's statement. Katwyk further credibly testified as follows:

A. That's when Coonley told Leshe, "I'm willing to sign a contract. Where is the dotted line?" Leshe told him, "We cannot have just one phase signed contract, they all have to sign."

Shortly thereafter the Contempo truckdrivers left, and as a result Contempo could not proceed with the excavation work.

On October 26, Bowers posted signs at the two gates at the jobsite. The one at the northwest or north gate indicated that it was reserved for deliveries to, and employees of, Bowers and the sign at the southwest or south gate indicated that it was reserved for deliveries to, and employees of, all subcontractors and companies other than Bowers. It appears that employees of Bowers used the north gate and Contempo employees used the south gate.

On October 27, there was a meeting at the jobsite between Leshe, Katwyk, Coonley, Boswell, and another

organization within the meaning of the Act and subject to the proscriptions of Sec. 8(b)(4) of the Act.

³ It is possible to infer from statements made by Leshe on October 27, noted hereinbelow, that the employees in the category of "operators" were represented by one of the unions affiliated with the Trades Council

² At the end of the General Counsel's case-in-chief Respondents rested. Respondents contend that the General Counsel has failed to prove by a preponderance of the evidence certain of the material allegations in the complaint. Respondents argue that the record will not support a finding that Respondent Carpenters was responsible for the conduct alleged to be violative of the Act or that Respondent Trades Council is a labor

Bowers' project manager, John Schwantes. Boswell credibly testified with respect to the meeting as follows:

A. . . . after introductions, I made the statement to Mr. Leshe that I understood he had pulled the operators off of our job, meaning the operators working for Mr. Coonley. He made the statement to me, "Yes, and they won't work until we have an agreement with you." And we asked him what kind of an agreement he wanted, and he said all he wanted us to do was sign an agreement which is exactly what he would ask any other contractor in the area to do.

We asked what kind of an agreement, he says, "I have a new agreement which is not off the press yet, but I have a copy of the old agreement." and he said he would give it to us.

Leshe gave the Bowers' representatives a copy of the agreement to which he referred, the "Carpenters Master Agreement" with an effective date of June 16, 1968. After the meeting terminated, Leshe also gave Bowers' representatives a copy of the "Carpenters Memorandum Agreement" which, in effect, was a short-form agreement by which the signatories agreed to abide by the master agreement.

In addition, Boswell credibly testified that, during the course of the aforesaid meeting, Leshe told him that he was president of the Trades Council and that he represented all of the trades in that Council and also that he was a business agent for the Carpenters. Further, Leshe stated to him that if any of Bowers' employees worked on the Vacaville job they would have to sign up with the "union." Also, Boswell credibly testified to the following conversation during the meeting:

A. It was suggested that if we were to take our men off from the construction site that perhaps Mr. Leshe would let the construction, the excavating contractor, continue with his work, and Mr. Leshe said, "No, if you get your hole dug and some concrete in, then you can thumb your nose at us and keep going. We have got to keep you from getting started at all. Right now we have the advantage."

Mr. Schwantes said, "You actually have a monopoly." and he said, "Yes, and we'd like to keep it that way."

* * * * *

A. At the time that the conversation terminated, we indicated to Mr. Leshe that we were not officers of the corporation but we would take the agreement back to Salt Lake City and discuss it with Mr. Bowers, and he said to us that a phone call was all that was necessary telling him that the agreement had been signed and was in the mail and that he would release the men on the job.

Q. What did he mean by the men on the job?

A. He would release the operators that had been working for Mr. Coonley, so that they could go back to their work.

On October 28, two pickets appeared at the jobsite, one at each gate. Each carried a handwritten sign which read as follows:

**THIS JOB UNFAIR! To: Napa Solano Counties
Bldg & Const Trades . . . Council AFL-CIO . . .**

The following day a sign bearing the same legend was carried by each of the two pickets, but they were printed rather than being handwritten. From that day forward and for a period of 2 to 3 weeks, one picket stationed himself at the south gate and the other stayed in a car with the picket sign outside the window about midway between the two gates (the distance between the two gates was approximately 275 feet) which was visible from both gates. After 2 or 3 weeks, picketing was conducted by one person stationed in a car midway between the two gates. On December 6, a picket was served with papers by a U.S. marshal, ostensibly a temporary restraining order and the picket left. The following day and for some time thereafter the picket was stationed midway between the two gates in a car displaying a sign reading as follows:

**Bowers Const. Com. Pays Bldg. Trades Wages &
Working Conditions Below Standards Established
By Bldg. Trades Union**

On or about November 19, Vacaville Materials started supplying concrete to Bowers. Richard Coffey, president of Vacaville Materials, testified to what occurred on that date as follows:

A. Yes, I think that was the first day we supplied their truck with concrete. It came down to the plant the first time and we loaded it and the truck went back, then it returned for another load and at that time Mr. Bill Leshe and Mr. Gayle Collins appeared on the job along with two other craft agents, I didn't know who they were.

Bill Leshe talked to me, after having first talked to some of the drivers that were in the yard. He came to me and he said, "Dick, we're in trouble, we've got a bad job here and we are going to have to shut it down." I said, "I've committed myself to supply them with concrete if they use their own truck." He said, "Well, we want you to stop. We don't want you to load the truck." I said, "Bill, I have made a commitment to these people and I load all types of trucks for all types of people and all types of conveyances. I don't question them as to what their affiliations are. I'm a public weigh master and I feel obligated to do this so long as they agree to pay for the material. I feel that these people come in that category and I've committed . . ." "Yeah, yeah," he said, "I know, I know, but we want you to stop loading the truck." I said, "I've told you I can't, I think I have to go ahead and load them."

So, with that, he went out in the yard and about that time the Bowers truck returned to the yard for the second load, and there was a young boy driving the truck, and I didn't hear the conversation, but apparently Leshe and Collins had told the kid to get out of there, don't load the truck. So the kid went back to the Bowers job site and then Clarence Katwyk got on the phone and he said, "What's the matter?" and I told him, and he said, "I'm sending another man down with the driver."

So, the truck did come back and this time it came back again with the original driver plus another man.

So, then Leshe and Collins said, "Let's get the hell out of here before the cops come," so they left and we loaded the truck.

Coffer further credibly testified that when he told Leshe that he could not comply with the request that he not load concrete in Bowers' trucks, Leshe replied:

Well, Dick, how much pressure could you stand from some of your other contractor firms that you supply concrete to?

William Martinelli, a truckdriver for Vacaville Materials, credibly testified that on November 19, 1971, while he was driving his truck past the Bowers jobsite he was stopped by Leshe who asked him where Bowers was getting its cement and that he told Leshe that Bowers was getting it from Vacaville Materials. Martinelli credibly testified that Leshe said, "you better tell the boss that he better batch him out or he's going to go down there and close him out." (At the time Martinelli was not carrying any materials to be delivered to Bowers, but was on his way back to the Vacaville Materials plant from another jobsite.) There is no evidence or basis for assuming, however, that the threat was relayed to management. It is inferred from his above testimony and from his further testimony of the conduct of Leshe and Collins that Leshe was asking Martinelli to deliver a threat to Coffer that if he did not stop supplying building material to Bowers that Respondents would close down Vacaville Materials.

Martinelli further credibly testified as follows:

A. Well, I went back to the plant and I was loading up and Bill Leshe, Collins and two other guys come. I don't know who they were.

They called me over and they told me, "You're not going to let this guy load, are you?" "Why don't you go fix him up where he can't load?" "Bust his arm, bust his leg, something like that."

TRIAL EXAMINER: Who said this to you?

THE WITNESS: Collins. No way I'm going to do it, they are going to put me in jail, he says, "That's all right, we will bail you out and it won't bother your job any, we'll make sure you won't lose your job." And, I don't know. . . .

Q. (By Mr. Booth) What was your truck being loaded for?

A. I was loading, I was going to another job site. Where I come from where they stopped me.

TRIAL EXAMINER: They were referring to a Bowers driver, is that it?

THE WITNESS: Yes.

Q. (By Mr. Booth) What did you do when the conversation ended?

A. He told me not to move my truck.

Q. Not to move your truck?

TRIAL EXAMINER: Who told you not to move your truck?

THE WITNESS: Collins.

TRIAL EXAMINER: He told you not to move your truck?

THE WITNESS: Yeah. Told him I was moving it and I was gone.

Based on the record, as a whole, and the above findings of fact, in particular, it is concluded that both Respondents (through the conduct of Leshe and Collins as their agents and representatives) were, during the time material herein, seeking to obtain from Bowers a collective-bargaining contract with Respondent Carpenters; that this was the only contract requested from any of the employers involved herein; and that, therefore, the primary labor dispute in this proceeding was with Bowers. It is further concluded that the Respondents engaged in conduct violative of Section 8(b)(4)(i) and (ii)(B) of the Act for the purpose of obtaining said contract from Bowers, which conduct may be summarized as follows:

(a) Respondents caused Contempo employees to cease working on October 25, 1971, in order to prevent Contempo from continuing with its excavation work for Bowers and by so doing forced Contempo to cease doing business with Bowers in violation of Section 8(b)(4)(i) and (ii)(B) of the Act.

(b) On October 27, 1971, Respondents restrained and coerced Contempo in violation of Section 8(b)(4)(i)(B) of the Act by Leshe's statement to Boswell in Coonley's presence that Contempo's employees "won't work until we have an agreement with you."

(c) Respondents were responsible for the picketing of the Vacaville jobsite from October 28 to December 6, 1971, which picketing was designed to induce and encourage Contempo employees to withhold their services from Contempo and to restrain and coerce Contempo with an object of forcing Contempo to cease doing business with Bowers in violation of Section 8(b)(4)(i) and (ii)(B) of the Act. *Sid Harvey, Inc.*, 189 NLRB No. 93.

(d) On November 19, 1971, Respondents threatened Vacaville Materials with "pressure" from its customers with an object of causing it to stop selling concrete to Bowers in violation of Section 8(b)(4)(ii)(B) of the Act.⁴

(e) Also on November 19, 1971, Respondents attempted to persuade an employee of Vacaville Materials to withhold his services from Vacaville Materials in order to put pressure on said Company to stop selling concrete to Bowers in violation of Section 8(b)(4)(i)(B) of the Act.

There does not appear to be any merit in the defenses raised by the Respondents. Following is a consideration of seven arguments which Respondents submit in their brief as the basis for their claim that General Counsel has failed to prove his case:

"1. The General Counsel failed to show that the Building Trades Council is a labor organization." On the contrary, the record clearly supports a finding that the Trades Council is a labor organization within the meaning of Section 2(5) of the Act. It appears from its constitution and bylaws that one of the objects of the Council is "to organize into Craft Unions all branches of labor engaged

⁴ On November 19, 1971, Respondents asked an employee of Vacaville Materials to deliver a threat to said Company that it would close it down if it did not stop supplying building materials to Bowers. Since it cannot be found that the threat was communicated, it cannot be found that the threat was violative of Sec 8(b)(4)(ii)(B) of the Act as alleged, there being no basis

for finding that Vacaville Materials was, by said conduct, "threatened, coerced or restrained." However, said conduct clearly discloses the unlawful object of Respondents' conduct with respect to Vacaville Materials and Contempo. In any event, even if this incident were found to be violative of the Act, it would not alter the remedy which will be proposed.

in the construction of buildings." In view of the documents filed by the Trades Council with the Department of Labor, it is inferred that during the time material herein said object remained an object of the Trades Council,⁵ and it is evident from said documents and the record that Leshe and Collins, as agents and representatives of the Trades Council, did engage in the conduct hereinabove described to accomplish the said object of the Trades Council, that of organizing the employees of Bowers.

"2. The General Counsel failed to show that the dispute involved herein was solely with Bowers Construction Company." This contention is without merit, since it is evident from the record that the primary dispute in which Respondents were engaged was with Bowers. The substantial evidence relating to the object of the conduct of Collins and Leshe clearly discloses that it was to obtain a union contract between Bowers and Respondent Carpenters.⁶ The record fails to support Respondents' contention that there was a labor dispute with Contempo; on the contrary it discloses that Contempo's offer to sign a collective-bargaining agreement was rebuffed.

"3. The General Counsel failed to show that the picketing was for an object proscribed by Section 8(b)(4)." For reasons stated hereinabove, this argument is without merit, since it has been found that the purpose of the picketing with signs bearing the following legend:

THIS JOB UNFAIR! To: Napa Solano Counties
Bldg & Const Trades . . . Council AFL-CIO . . .

was for the purpose of forcing Contempo to cease doing business with Bowers.⁷

"4. The General Counsel failed to overcome the clear and un rebutted evidence that the only picketing involved herein was conducted 100 feet from the nearest gate and was 'standards' picketing only." No purpose would be served in passing upon the merits of this contention, since it is addressed to the picketing with a "union standards" sign and, as has been indicated, the issue with respect to such picketing has not been considered. The picketing which was found to be violative of the Act was clearly at, or within sight of, the gate reserved for Contempo employees and employees other than those of Bowers, and the legend on the signs carried by the pickets made no reference to union standards.

"5. The General Counsel has failed to show that the picketing conducted herein was in any way conducted by the Carpenters Union." This contention also is without

merit. It is true the picket signs did not bear the name of the Carpenters Union, only the name of the Trades Council. However, it is inferred that the picketing by the Trades Council was done on behalf of the Carpenters and as agent of the Carpenters, one of its affiliates.

"6. The General Counsel failed to show that the statements made by Leshe were in any way attributable to, or the responsibility of, the Building Trades Council." This contention is expanded by the Trial Examiner to include not only the statements made by Leshe but also his actions, as well as the statements and actions of Collins, and it is further expanded to include not only the Trades Council but also the Carpenters. As has been found hereinabove, the Trades Council was acting on behalf of and as agent of the Carpenters. In addition, it is found Leshe was acting in a dual capacity, as an official of both the Carpenters and the Trades Council. The record clearly discloses that Leshe was the business representative of the Carpenters. The record is also clear that Leshe represented himself as president of the Trades Council and as business representative of the Carpenters. The documents filed with the Department of Labor indicate that he was president of the Trades Council and it is inferred that he continued in that position during the time material herein. As for Collins, the record discloses that Collins represented himself as an agent of the Trades Council and the documents filed with the Department of Labor disclose that he was employed by the Trades Council as business manager during the period between July 1, 1970, and June 30, 1971. It is inferred from the record that he continued in that capacity during the time material herein. Although Collins was not directly employed by the Carpenters, it is inferred that in his capacity as an official of the Trades Council in carrying out the object of the Trades Council he was also acting as agent and representative of the Carpenters. Therefore, it is concluded that the statements and actions engaged in by both Leshe and Collins described hereinabove were made by them as agents and representatives of both Respondents.

"7. The General Counsel cannot rely solely upon inferential evidence, but must prove his case!" While it is true that many of the findings and conclusions in this Decision are based on inference, it is the Trial Examiner's opinion that the inferences relied on are amply justified by the record.

Solano Council constitute the most current version of such documents. Such a conclusion is particularly warranted in view of the fact that Respondents chose neither to challenge the authenticity of the TX Ex. 1 nor to introduce contrary evidence.

⁶ There is no evidence that the Trades Council engaged in any unlawful conduct on behalf of other craft unions affiliated with it.

⁷ There is testimony that, after the picketing with the above signs was restrained by a court order, there was picketing with a sign referring to "union standards," and in his brief General Counsel argues that this conduct was violative of the Act. There is no allegation in the complaint that said subsequent picketing was violative of the Act and said issue was not fully litigated. Therefore, no finding will be made with respect to the picketing with a "union standards" sign. In any event, even if it were found that the picketing with a "union standards" sign was violative of the Act, such finding would not alter the remedy which will be proposed.

⁵ The General Counsel correctly points out in his brief the following. Respondents have suggested that the Constitution and Bylaws received into evidence as part of TX Exhibit 1, having originally been filed in 1961 by the Solano Trades Council with the Secretary of Labor, are not competent to prove what the Constitution and Bylaws of the Trades Council were for the period herein involved. A careful examination of TX Ex. 1 shows that these Bylaws were revised and adopted by the Solano Council in 1945 and amended by it in 1960, that the Solano Council reported on September 4, 1971, that it had changed "in name only" from the Solano Council to Napa-Solano Council. The Napa-Solano Council is required by law to adopt a constitution and bylaws, to file a copy thereof with the Secretary of Labor, and annually to report any change in the information so filed (See Section 201(a), Title II, Labor Management Reporting and Disclosure Act of 1959). In these circumstances, it can only be concluded that the Constitution and Bylaws currently on file with the Secretary of Labor for the Napa-

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES
UPON COMMERCE

The unfair labor practices of Respondents set forth in section III, above, occurring in connection with the operations of the Employers described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

V. THE REMEDY

It having been found that the Respondents have engaged in certain unfair labor practices, it will be recommended that Respondents be ordered to cease and desist therefrom and take certain affirmative action deemed necessary to effectuate the policies of the Act.

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

CONCLUSIONS OF LAW

1. Respondents violated Section 8(b)(4)(i) and (ii)(B) of the Act on October 25, 1971, by succeeding in inducing and encouraging employees of Contempo to withhold their services from Contempo with an object of forcing and requiring Contempo to cease doing business with Bowers.

2. Respondents violated Section 8(b)(4)(ii)(B) of the Act on October 27, 1971, by Leshe's statement in Coonley's presence that Contempo employees "won't work until we have an agreement with" Bowers, thereby restraining and coercing Contempo.

3. Respondents violated Section 8(b)(4)(i) and (ii)(B) of the Act by picketing the Bowers' Vacaville jobsite between October 28, and December 6, 1971, with an object of forcing Contempo to cease doing business with Bowers.

4. Respondents violated Section 8(b)(4)(ii)(B) of the Act on November 19, 1971, by threatening Vacaville Materials that they would cause "pressure" to be brought on Vacaville Materials by its customers with an object of forcing Vacaville Materials to cease doing business with Bowers.

5. Respondents violated Section 8(b)(4)(i)(B) of the Act on November 19, 1971, by encouraging an employee of Vacaville Materials to withhold his services from Vacaville Materials with an object of forcing said Company to cease doing business with Bowers.

Upon the foregoing findings of fact, conclusions of law, and the entire record in this case, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:⁸

ORDER

Respondents, Napa and Solano Counties Building and Construction Trades Council, AFL-CIO, and United Brotherhood of Carpenters and Joiners of America, Local No. 180, AFL-CIO, their officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Picketing, causing to be picketed, or threatening to picket Bowers Building and Construction Company's Vacaville jobsite, or any of its other jobsites, where an

object thereof is to force or require Contempo Excavating Co., or any other subcontractor of Bowers Building and Construction Company, to cease doing business with it, in pursuance of a labor dispute with said Company.

(b) Inducing and encouraging individuals employed by Contempo Excavating Co., and Vacaville Building and Materials Co., or by any other subcontractor or supplier of Bowers Building and Construction Company, to withhold their services from their respective employers where an object thereof is to force or require said employers to cease doing business with Bowers Building and Construction Company, in pursuance of a labor dispute with said Company.

(c) Threatening, restraining, or coercing Contempo Excavating Co., Vacaville Building and Materials Co., or any other company, where an object thereof is to force or require said Companies, or any other company, to cease doing business with Bowers Building and Construction Company.

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

(a) Post in their respective business offices and meeting halls copies of the attached notice marked "Appendix."⁹ Copies of said notice, on forms provided by the Regional Director for Region 20, shall, after being duly signed by official representatives of the Respondents, be posted by the Respondents immediately upon receipt thereof, and be maintained by them for 60 consecutive days thereafter, in conspicuous places, including all places where notices to their members are customarily posted. Reasonable steps shall be taken by the Respondents to insure that said notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director for Region 20, in writing, within 20 days from the receipt of this Decision, what steps the Respondents have taken to comply herewith.¹⁰

⁸ In the event no exceptions are filed as provided in Sec 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec 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.

⁹ In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

¹⁰ 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 20, in writing, within 20 days from the date of this Order, what steps the Respondents have 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 picket, cause to be picketed, or threaten to picket Bowers Building and Construction Company's Vacaville jobsite, or any of its other jobsites, where an object thereof is to force or require

DECISIONS OF NATIONAL LABOR RELATIONS BOARD

Contempo Excavating Co., or any other subcontractor of Bowers Building and Construction Company, to cease doing business with it, in pursuance of a labor dispute with said Company.

WE WILL NOT induce and encourage individuals employed by Contempo Excavating Co. and Vacaville Building and Materials Co., or any other subcontractor or supplier of Bowers Building and Construction Company, to withhold their services from their respective employers, where an object thereof is to force or require said employers to cease doing business with Bowers Building and Construction Company, in pursuance of a labor dispute with said Company.

WE WILL NOT threaten, restrain, or coerce Contempo Excavating Co., Vacaville Building and Materials Co., or any other company, where an object thereof is to force or require Contempo Excavating Co., Vacaville Building and Materials Co., or any other company, to cease doing business with Bowers Building and Construction Company.

NAPA AND SOLANO
COUNTIES BUILDING AND
CONSTRUCTION TRADES
COUNCIL, AFL-CIO
(Labor Organization)

Dated _____ By _____
(Representative) (Title)

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS
OF AMERICA, LOCAL NO.
180, AFL-CIO
(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, 13018 Federal Building, Box 36047, 450 Golden Gate Avenue, San Francisco, California 94102, Telephone 415-556-0335.