

**United States Government
National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL**

Advice Memorandum

DATE: February 17, 2005

TO : Dorothy L. Moore-Duncan, Regional Director
Region 4

FROM : Barry J. Kearney, Associate General Counsel
Division of Advice

SUBJECT: IBEW Local 98
and
Metropolitan Regional Council of
Philadelphia & Vicinity United 560-2575-6767-0000
Brotherhood of Carpenters 560-2575-6767-5000
(Springside School)
Case 4-CC-2429

The charged Unions engaged in activity at the School involving the use of some or all of the following: loud music, "aggressive" handbilling, mass demonstrators, inflatable rats, and stationary sandwich boards, in connection with the Unions' primary dispute with Reeves, a nonunion contractor doing business with the School. The Region submitted this case for advice as to whether the conduct was coercive within the meaning of Section 8(b)(4)(ii)(B) and, if so, whether the Unions were jointly liable for each other's conduct.

We conclude that complaint should issue, absent settlement, alleging that the IBEW's activities on October 1 and 13 and the Carpenters' activities on October 1, 13, and 20, amounted to confrontational conduct under the totality of circumstances in violation of Section 8(b)(4)(ii)(B). It is unnecessary to reach the joint liability issue.

FACTS

Springside School (School) is an independent college preparatory school enrolling about 600 students in pre-kindergarten through grade 12 and is located in Philadelphia, Pennsylvania. The School's campus occupies 30 acres west of Cherokee Street and has a Lower School (pre-kindergarten through grade 4), a Middle School (grades 5-8), and an Upper School (grades 9-12). The campus also includes three playing fields, four tennis courts, and an outdoor nature center. There is a main drive leading to the School from the intersection of Cherokee Street and Willow Grove Avenue. The School is surrounded by suburban neighborhoods.

The Upper School is located on the northwest corner of the intersection of Cherokee Street and Willow Grove Avenue. People attending special events at the Upper School must walk up a pedestrian entrance leading to the Upper School from Cherokee Street. The Middle School is located on the upper west side of the campus, behind the Lower School, and south of the planned site for the School's new field house. The Lower School is located further north along Cherokee Street from its intersection with Willow Grove Avenue. People attending special events at the Lower School have to park at a remote parking lot and walk up Cherokee Street to enter the Lower School. In front of the Lower School entrance on Cherokee Street is the drop-off and pick-up location for buses, which is on School property, and an adjacent parking lot used exclusively by faculty.

In the fall of 2004,¹ the School entertained bids from contractors to build a new field house. E. Allen Reeves (Reeves), a non-union general contractor, submitted the lowest bid of \$7 million. During the week of September 20, the School entered a contract with Reeves to build the field house and construction began sometime in December.

From the period September 22 to November 1, the unions charged herein, IBEW Local 98 (IBEW) and The Metropolitan Regional Council of Philadelphia & Vicinity, United Brotherhood of Carpenters and Joiners of America (Carpenters) (collectively, the Unions), engaged in activities at the School on nine separate occasions. On six of the occasions, the evidence indicates that the Unions or one of the Unions appeared at the School and only distributed handbills. However, on October 1, 13, and 20, the conduct included, in addition to handbilling, the use of some or all of the following: mass demonstrators, loud music, inflatable rats, and sandwich boards.

The first Union activity occurred during the evening of September 22, when the School hosted a dinner for new students' parents. Four men stood at the entrance to the Lower School on Cherokee Street and distributed handbills that were purportedly from the IBEW. The handbill was addressed to parents and welcomed them to the "New Parent Dinner" and advised them that the School was in negotiations with two contractors to build the new field house. The handbill stated in part:

These contractors have a long history of
destroying the area wage and benefit standards in

¹ All dates herein are 2004 unless noted otherwise.

this area. In addition to an underpaid workforce, these contractors do not provide adequate Apprentice Training. Unfortunately, Health Care and Pensions are minimal if provided at all for their workers and subcontractors.

The handbill requested parents to "urge [the School] to choose a fair and responsible contractor." The bottom of the handbill read, "[w]e are not asking anyone to stop work or deliveries. This message is directed at the general public."²

On October 1, the School conducted Homecoming festivities. At about 11:30 a.m., 30 to 40 men, including business agents from each of the Unions, assembled at the Lower School entrance on Cherokee Street; the corner of Cherokee Street and Willow Grove Avenue near the pedestrian walkway leading to the Upper School; and on Willow Grove Avenue about fifty yards from the corner of Willow Grove Avenue and Cherokee Street. The men remained until 3:00 p.m.

At first, the men wore clothing that had their respective Unions' insignia until they all put on identical neon green tee shirts that read, "workers' rights" on one side and "education training" on the other. A twenty-foot inflatable rat was stationed at each of the three locations and men stood nearby and distributed handbills. The rats were decorated with streamers displaying the School's colors. In addition to the rat stationed at the Lower School entrance, there were three two-by-three foot freestanding sandwich boards with messages that read, "Springside School - Home of the Underpaid Tradesman", "Springside School - Destroying Tradesmen Benefits" and "Workers Deserve Fair Wages and Health Care."

The distributed handbills, purportedly from the Carpenters, welcomed people to the School, pointed to the accomplishments of organized labor, and called into question whether the School would support the destruction of these accomplishments by hiring an "unfair contractor." The bottom of the handbill read, "This message is directed to the general public. We are not asking anyone to cease

² On September 23, the School held a "Back to School Night" for current students' parents. Two men stood on School property at the doorway to the Middle School and distributed a handbill. The text of the handbill was identical to the handbill, purportedly from the IBEW, that was distributed the previous evening; however, this handbill was purportedly from the Carpenters.

working, or to refuse to make deliveries." A car parked near the inflatable rat on the corner of Cherokee Street and Willow Grove Avenue broadcasted salsa music through rooftop speakers. The music could be heard from inside the Upper School building, which was about 130 feet away. The School received reports from students that they were upset the protesters were ruining their homecoming and that they were intimidated by them.

During the evening of October 5, the School held its Upper School "Back to School Night." A total of six men stationed themselves at the Lower School and the Upper School entrances. They distributed a handbill addressed to parents that stressed the efforts of the "Philadelphia Building Trades"³ on behalf of working women. The handbill protested the School's use of "unqualified contractors" who oppress women in the workforce. Parents were urged to contact the School's headmaster to voice the importance of fair contractors for the entire community.⁴

On October 13, the School held an Open House for potential students. By 7:40 a.m., five men with a 20-foot inflatable rat were stationed near the Lower School entrance, and another five men were stationed at the corner of Cherokee Street and Willow Grove Avenue near a parked car that loudly broadcasted salsa music from its rooftop speakers. The music could be heard from inside the classrooms. The men distributed handbills identical to those distributed on October 5, 6 and 7, which were purportedly from the Carpenters.

At about 8:30 a.m., while the men were handbilling, the same IBEW business agent that appeared at the School on October 1, entered the building and registered for the Open House, claiming that he was interested in enrolling his granddaughter who was in the second grade. After listening to the Open House presentation, the IBEW business agent approached the School director. He claimed to be impressed by the School, but stated that he disapproved of its actions in contracting with Reeves to build the new field house. He also claimed to disapprove of the protesters' conduct, which, he asserted, was inappropriate at an all-

³ The evidence indicates that the Unions are both members of the Philadelphia Building Trades Union.

⁴ On October 6 and 7 there were no special events at the School. However, on both days two men stood at the Lower School entrance between 7:40 a.m. and 8:15 a.m. and distributed handbills that were almost identical to the handbill distributed on October 5.

girls school. He told the director that he "heard things were going to escalate to a new level" during the following week and that they were researching administrators' salaries to prepare a new handbill. The new handbill would call into question the administrators' high salaries given that the School did not rank as one of the top twenty best high schools in the area. He offered to show the director the handbill on Monday before it was distributed. At 11:30 a.m., when the Open House ended, the Unions took down their props and left the School.

On October 20, the same Carpenters business agent that was present at the School on October 1, and five other men assembled at the corner of Cherokee Street and Willow Grove Avenue. The agent and another man walked to the Lower School entrance. As school buses stopped at the entrance, the agent and the other man stood at either side of the bus doors and handed students handbills as they exited.⁵ They made comments like, "Make sure you speak to your parents," and "Bring this up in class and talk about it." A student getting off the bus reportedly was distracted by the handbillers and tripped and injured herself. Other students reported that the handbillers reached out to them with handbills while making comments like, "[y]ou should be smarter than that, you need to hear both sides of an issue" and insisted that the students take the handbills even after the students rejected them. A third man handbilled at the Lower School parking lot.

Two men remained at the corner of Cherokee Street and Willow Grove Avenue and stood near an inflatable rat and the sandwich board signs used on October 1. A car parked there broadcasted salsa music from mounted rooftop speakers. A class taking a test had to relocate to the library because of the loud music. The handbill distributed was addressed to parents and purportedly was from the Carpenters. The handbill urged parents to contact the headmaster and to tell her "that you are tired of the disruptions, and that you agree with the basic rights of workers." The bottom of the handbill stated that they were not asking anyone to cease working, or to refuse to make deliveries.

Finally, the Unions' appeared at the School and distributed handbills sometime during the week of November 1, which coincided with the School's "Opera Night."

⁵ The evidence indicates that the drop-off and pick-up location for school buses at the Lower School was on School property.

However, there is no further evidence detailing the Unions' activity on that date.⁶

ACTION

We conclude that complaint should issue, absent settlement, alleging that the Unions' activities at the School were coercive and had the object of forcing the School to cease doing business with Reeves. Accordingly, the IBEW's entire course of conduct on October 1 and 13, respectively, and the Carpenters' entire course of conduct on October 1, 13, and 20, respectively, which included the use of some or all of the following: loud music, "aggressive" handbilling, mass demonstrators, inflatable rats, and sandwich boards, amounted to confrontational conduct in violation of Section 8(b)(4)(ii)(B).

Section 8(b)(4) forbids a union to coerce, threaten, or restrain any person, where an object is for that person to cease doing business with another employer, or to induce or encourage its employees to stop working.⁷ The provision

⁶ On December 22, after the Region submitted its request for advice on the issues herein, the School submitted a supplemental position statement that alleged further activities by the Unions that took place at the School after October 25. According to the School, on November 9, nine men appeared at the School and distributed handbills. The School alleges that the men handbilled in an "aggressive" manner. On December 14, the School claims that four men stationed themselves at the "throat" of the School's main driveway and distributed two different handbills in an "aggressive manner." The School has presented no further evidence beyond the position statement alleging the Unions' activities on those dates.

⁷ NLRB v. Denver Bldg. & Constr. Trades Council, 341 U.S. 675, 688-689 (1951). See also NLRB v. Fruit and Vegetable Packers, Local 760, 377 U.S. 58, 68 (1964) (whether a particular activity is prohibited under Section 8(b)(4) depends upon the "coercive nature of the conduct, whether it be picketing or otherwise"); Pye v. Teamsters, Local 122, 875 F.Supp. 921, 927 (D. Mass. 1995), enf. 61 F.3d 1013 (1st Cir. 1995) ("[c]oercion can take many forms and is often most effective when it is very subtle").

We agree with the Region that the charge properly does not allege a violation of Section 8(b)(4)(i)(B) because the timing and the location of the Unions' activities do not indicate that they were seeking to induce anyone to refrain from performing work. Rather, it is clear that by aiming their conduct at students, parents, and administrators, the Unions were seeking to threaten, coerce, or restrain the

reflects the "dual congressional objectives of preserving the right of labor organizations to bring pressure to bear on offending employers in primary labor disputes and of shielding unoffending employers and others from pressure in controversies not their own."⁸ "Coercion" itself has been defined as a disruption of the neutral employer's business,⁹ although conduct does not have to accomplish the desired disruption in order to be coercive in violation of Section 8(b)(4).¹⁰

While peaceful handbilling unaccompanied by picketing is outside the ambit of Section 8(b)(4),¹¹ the presence of picket signs and/or patrolling is not the sine qua non of a violation, which may still be found where non-picketing conduct is found to be confrontational.¹² What is

School for the purpose of pressuring it to cease doing business with Reeves.

⁸ NLRB v. Denver Bldg. Trades, 341 U.S. at 692.

⁹ NLRB v. Local 825, Intern. Union of Operating Engineers, 400 U.S. 297, 304-305 (1971). See also Carpenters, Kentucky State Dist. Council (Wehr Constr., Inc.), 308 NLRB 1129, 1130 n.2 (1992) ("'coercion' means 'non-judicial acts of a compelling or restraining nature, applied by way of concerted self-help consisting of a strike, picketing, or other economic retaliation or pressure in a background of a labor dispute'"), quoting Sheet Metal Workers, Local 48 v. Hardy Co., 332 F.2d 682, 685 (5th Cir. 1964).

¹⁰ Mineworkers District 29 (New Beckley Mining), 304 NLRB 71, 73 (1991), enf. 977 F.2d 1470 (D.C. Cir. 1992) ("[a]lthough our inquiry must be based on the intent, rather than on the effects of the union's conduct . . . , the union's intent is measured as much by the necessary and foreseeable consequences of its conduct as by its stated objective . . . we look to the 'totality of the circumstances' to determine whether the union's conduct demonstrates an unlawful purpose").

¹¹ DeBartolo Corp. v. Building and Construction Trades, 485 U.S. 568, 580 (1988) (peaceful handbilling unaccompanied by violence, picketing, or patrolling not coercive and not violative of Section 8(b)(4) even if it has economic impact on neutrals; statutory phrase "threaten, coerce or restrain" excludes nonpicketing activities partaking of free speech).

¹² Lawrence Typographical Union No. 570 (Kansas Color Press, Inc.), 169 NLRB 279, 283 (1968), enf. 402 F.2d 452 (10th Cir. 1965).

significant is whether the conduct is aimed at inducing some sympathetic action, in the same manner a picket sign confronts the viewer with an implicit appeal to take action, including ceasing work or refraining from entering the targeted premises.¹³

Further, in determining whether unions have engaged in protected DeBartolo-handbilling or unprotected activity proscribed by Section 8(b)(4), the Board looks to whether, under the totality of circumstances, conduct rather than speech was used in order to induce a sympathetic response. For example, because of its confrontational and coercive nature, the presence of mass activity involving crowds that far exceed the number of people necessary for solely free speech activity may constitute coercive conduct in violation of Section 8(b)(4)(ii)(B).¹⁴ The Board has even

¹³ Chicago Typographical Union No. 16 (Alden Press, Inc.), 151 NLRB 1666, 1669 (1965) ("[o]ne of the necessary conditions of picketing is a confrontation in some form between union members and employees, customers, or suppliers who are trying to enter the employer's premises"); see also Service Employees Local 87 (Trinity Maintenance), 312 NLRB 715, 743 (1993); Laborers Local 389 (Calcon Construction), 287 NLRB 570, 573 (1987); Teamsters Local 282 (General Contractors Association), 262 NLRB 524, 529 (1982). See generally Bakery & Pastry Drivers & Helpers Local 802, IBT v. Wohl, 315 U.S. 769, 776 (1942) (Douglas, J., concurring) ("[p]icketing by an organized group is more than free speech, since it involves patrol of a particular locality and since the very presence of a picket line may induce action of one kind or another, quite irrespective of the nature of the ideas which are being disseminated . . . mak[ing] it the subject of restrictive regulation").

¹⁴ Mine Workers (New Beckley Mining), above, 304 NLRB at 72 (finding mass demonstration in violation of Section 8(b)(4)(ii)(B) where 50-140 union supporters milled about in parking lot outside neutral facility around 4:00 a.m. while shouting antagonistic speech at replacement workers); Service & Maintenance Employees Union No. 399 (William J. Burns Int'l Detective Agency), 136 NLRB 431, 432, 436 (1962) ("[t]hat such physical restraint and harassment must have been intended may be inferred from the number [20-70] of marchers engaged in patrolling (far more than required for handbilling or publicity purposes)"); Mine Workers, UMW, District 12 (Truax-Traer Coal Co.), 177 NLRB 231, 218 (1969), enf. 76 LRRM 2828 (7th Cir. 1971) (finding picketing where approximately 200 union agents arrived at the worksite and congregated around or in their parked cars).

found that signs placed in proximity to the entrance may constitute conduct tantamount to picketing and is therefore unlawfully coercive under 8(b)(4)(ii)(B).¹⁵

To find a Section 8(b)(4)(ii)(B) violation, there must be a concurrence of coercive conduct and a proscribed object. Here, there is no dispute, and the language on the signs and handbills makes clear, that the Unions had a proscribed object of pressuring the School to cease its business with Reeves. Thus, the Unions violated Section 8(b)(4)(ii)(B) if they engaged in coercive conduct.

The evidence indicates that on September 22, 23; October 5, 6, and 7; and November 1, the Unions only engaged in handbilling, with a number of handbillers that did not otherwise constitute "mass" activity. As such, the Unions' conduct on those dates constitutes DeBartolo-protected handbilling and does not constitute the kind of conduct proscribed by Section 8(b)(4). However, on October 1, 13, and 20, other conduct in addition to handbilling occurred, including the use of some or all of the following: loud music, mass demonstrators, inflatable rats, and sandwich boards. We conclude that under the totality of circumstances, the IBEW's activities on October 1 and 13, respectively, and the Carpenters' conduct on October 1, 13, and 20, respectively, amounted to confrontational conduct in violation of Section 8(b)(4)(ii)(B).¹⁶

¹⁵ Teamsters Local 182 (Woodward Motors), 135 NLRB 851, 851 n.1, 857 (1962), enf. 314 F.2d 53 (2nd Cir. 1963) (finding picketing that violated Section 8(b)(7)(B) where the union stuck two picket signs, which were monitored by union agents from a nearby car, in a snow bank in front of the employer's facility after the union had engaged in three months of traditional picketing at the facility); Laborers Local 389 (Calcon Construction), 287 NLRB 570, 573 (1987) (union signs were placed at or near one or more of the entrances to common situs so that they could be read by anyone approaching them); Construction & General Laborers Local 304 (Athejen Corp.), 260 NLRB 1311, 1319 (1982) (union placed signs on safety cones, barricades, and on jobsite fence).

¹⁶ There is insufficient evidence at this time to determine whether the Unions' conduct on November 9 and December 14, respectively, amounted to confrontational conduct in violation of Section 8(b)(4). [FOIA Exemptions 2 and 5

On October 1, the IBEW and the Carpenters both appeared together and jointly participated in an elaborate demonstration at the School. Among the participants were business agents from both Unions along with 30 to 40 demonstrators. We conclude that the entirety of both Unions' conduct on October 1, including the use of mass demonstrators, loud music, three 20-foot inflatable rats, and three stationary placards, was coercive in violation of Section 8(b)(4)(ii)(B). The 30 to 40 demonstrators gathered at the School's campus far exceeded the number necessary to convey the Unions' message, and thus involved an element of conduct beyond pure DeBartolo-protected speech.¹⁷ Further, the broadcasting of loud salsa music from a parked car's rooftop speakers went beyond a mere attention getting device and was confrontational.¹⁸ The evidence shows that the music could be heard from inside the Upper School, which was about 130 feet away, and that students reported feeling intimidated by the protesters. The Unions' broadcasting of the music at such high volumes reveals the Unions' intent to disrupt the School and its students with the purpose of pressuring the School to cease its business with Reeves. Further, the stationing of the three 20-foot inflatable rats at the Upper and Lower School entrances and nearby along Willow Grove Avenue was conduct that reinforced the message that there was a labor dispute with the School and the public should stay away or face the Unions' confrontational tactics. Finally, the messages on the sandwich boards near the Lower School entrance, near an inflatable rat and handbillers, created the false

¹⁷ Mine Workers (New Beckley Mining), above, 304 NLRB at 73 ("It is well settled that picketing (or other coercive conduct) violates Section 8(b)(4) if the object of it is to exert improper influence on a neutral party").

¹⁸ Carpenters (Society Hill Tower Owners' Ass'n), 335 NLRB 814, 826 (2001) (Board held that union violated Section 8(b)(4)(ii) by its repeated broadcasts at excessive volumes reasoning that there is "no specific curtailment of free speech by a prohibition of loud and raucous noises where there is no attendant interdiction of dissemination by other means such as handbills," quoting Kovacs v. Cooper, 336 U.S. 77, 86-87 (1949)); Service Employees Local 87 (Trinity Maintenance), 312 NLRB 715, 746-48 (1993) (Board held that union violated Section 8(b)(4)(ii)(B) when it conducted mass gatherings and engaged in excessive noise activity by, inter alia, the use of bullhorns directed at tenants of a building in an effort to pressure the neutral building owner to cease doing business with the contractor).

impression that the Unions had a primary dispute with the School and arguably constituted postings of picket-like signs at the neutral's entrance, which the Board has previously found to be tantamount to picketing.¹⁹

On October 13, the IBEW and the Carpenters again appeared together and participated in another elaborate demonstration at the School. We similarly conclude that the entirety of both Unions' conduct at the School on October 13, which, as on October 1, included the use of loud salsa music, an inflatable rat, and the stationary placards, amounted to confrontational conduct in violation of Section 8(b)(4)(ii)(B). Although fewer demonstrators appeared than on October 1, there were a total of ten men stationed at the School: five handbilled near the Upper School entrance near a parked car that was playing salsa music so loudly that it was heard in the classrooms; while another five handbilled near an inflatable rat stationed at the Lower School entrance. Taken together, these circumstances again demonstrate that the Unions' conduct went beyond mere speech and was coercive in violation of Section 8(b)(4)(ii)(B).

On October 20, the Carpenters were identified at the School engaging in conduct that included the use of "aggressive" handbilling, loud salsa music, an inflatable rat, and the stationary placards. We conclude that the entirety of the Carpenters' conduct at the School on October 20 amounted to confrontational conduct. In addition to being near the props, the evidence indicates that two Union members flanked either side of bus doors, creating a gauntlet effect, and confronted students with handbills as they exited. The Union members further made derogatory comments to students and persisted in handbilling students after they refused to take the handbills. A student who was distracted by the handbillers fell and injured herself as a result. That such confrontational handbilling took place on School property further supports the coercive nature of the Carpenters' conduct. Therefore, for the reasons that we concluded that the Unions were engaged in confrontational conduct on October 1 and 13, we similarly conclude that the Carpenters' conduct on October 20, including use of the same props in the same manner, along with the confrontational handbilling, was coercive in violation of Section 8(b)(4)(ii)(B).

¹⁹ Teamsters Local 182 (Woodward Motors), above, 135 NLRB at 857.

Finally, we find it unnecessary to rely on a joint venture theory here. Traditionally, the Board has held that one union may be held liable for the acts of another union under a "joint venture" theory if they jointly conceived and executed a course of action to attain a mutually agreed upon objective.²⁰ In NLRB v. Sheet Metal Workers Local 19 (Delcard Associates),²¹ however, the Third Circuit found the Board's joint venture theory untenable in light of the D.C. Circuit's intervening decision in ILA v. NLRB (Coastal Stevedoring).²² Although the Board argued in a petition for rehearing in Delcard that the Third Circuit had misconstrued the D.C. Circuit's decision in Coastal Stevedoring because neither the Board nor the circuit court had addressed a joint venture theory as a theory of violation in that case, the Third Circuit denied rehearing in Delcard without comment.

The Board subsequently reaffirmed its traditional test for "joint venture" liability on remand in Coastal Stevedoring, but noted that it is "not a theory of agency."²³ The Board has not, however, articulated what is the legal basis of a joint venture theory, if it is not grounded in agency.

We find it unnecessary to develop a theoretical basis for this doctrine in the instant case, because finding liability based on a joint venture theory would not add to the remedy that can be obtained under theories of individual liability. Thus, as described above, the IBEW by its presence and participation in the demonstrations on

²⁰ Teamsters Local 126 (Ready Mixed Concrete), 200 NLRB 253, 272 (1972). See also, Sheet Metal Workers Local 19 (Delcard Associates), 316 NLRB 426, 434 (1995), enf. denied in rel. part and remanded 154 F.3d 137, reh'g. denied (3d Cir. 1998) (five picketing unions held liable as joint venturers for secondary picketing).

²¹ 154 F. 3d at 141-143.

²² 56 F.3d 205 (D.C. Cir. 1995), cert. denied, 516 U.S. 1158 (1996), denying enf. and remanding 313 NLRB 412 (1993).

²³ Longshoreman ILA (Coastal Stevedoring Co.), 323 NLRB 1029, 1030 (1997) (considering "the one theory alleged by the General Counsel that is not a theory of agency, i.e., the theory of joint venture"). Quoting the test articulated in Teamsters Local 126 (see n.27, above and accompanying text), the Board concluded there was insufficient evidence to find a joint venture. Id. at 1031.

October 1 and 13 is responsible for that conduct and the Carpenters by their presence and participation in the demonstrations on October 1, 13, and 20 are responsible for that conduct. [FOIA Exemptions 2 and 5

.] Thus, holding the IBEW responsible for the October 20 demonstration would add nothing to the remedy.²⁴

Accordingly, the Region should issue a complaint, absent settlement, alleging that the Unions engaged in conduct with the proscribed object of pressuring the School to cease its business with Reeves, and that the entirety of the IBEW's conduct on October 1 and 13, respectively, and the entirety of the Carpenters' conduct on October 1, 13, and 20, respectively, amounted to confrontational conduct in violation of Section 8(b)(4)(ii)(B).

B.J.K.

²⁴ [FOIA Exemptions 2 and 5

.]