

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**SOUTHWEST REGIONAL COUNCIL OF
CARPENTERS, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA;
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, LOCAL 209**

and

Cases 21-CB-15010

PALMER/SIXTH STREET PROPERTIES, LP

and

**Cases 21-CB-15017
21-CB-15027
21-CC-3430
21-CP-841**

SILVERLINE CONSTRUCTION INC.

DECISION AND ORDER

Statement of the Cases

On February 7, 2011, Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America (Respondent Council), and United Brotherhood of Carpenters and Joiners of America, Local 209 (Respondent Local 209), (and collectively, the Respondents), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by the United States Court of Appeals for the Ninth Circuit.¹ The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondents waived their rights to contest the entry of a consent judgment or to receive further notice of the application therefor. However, the Respondents shall be required to comply with the affirmative provisions of the Board's Order after entry of the judgment only to the extent that they have not already done so.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

¹ The Charging Parties declined to enter into the Formal Settlement Stipulation, and have filed objections to the Stipulation with the Regional Director. The Regional Director and the Acting General Counsel recommend approval of the settlement on the grounds that it fully remedies all of the allegations of the complaint consistent with applicable Board precedent and provides for the entry of Board and court orders. We have carefully considered the Charging Parties' objections to the settlement, and we conclude that it would effectuate the purposes and policies of the Act to approve the settlement agreement.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Employers' businesses

At all material times, Silverline Construction, Inc., a California corporation, with its principal office located at 1421 West 132nd Street, Gardena, California, has been engaged in the business of structural concrete, rebar, and masonry construction in Southern California.

During the 12-month period ending September 30, 2010, Silverline, in conducting its business operations described above, provided services valued in excess of \$50,000 for Palmer/ Sixth Street Properties, LP (Palmer), which services were provided at locations within the State of California.

At all material times, Palmer, a California limited partnership, with Geoff Palmer as the general partner, and with its principal office located at 11740 San Vicente Boulevard, Suite 209, Los Angeles, California, has been engaged in the business of real estate development and construction as the owner and builder of residential real estate in the State of California.

During the 12-month period ending September 30, 2010, Palmer, in conducting its business operations described above, derived gross revenues in excess of \$1,000,000 and purchased and received at its California jobsites goods valued in excess of \$50,000 directly from points outside the State of California.

Silverline is now, and at all material times has been, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, an employer within the meaning of Section 8(b)(7) of the Act, and a person within the meaning of Section 8(b)(4)(i) and (ii)(B) of the Act.

Palmer is now, and at all material times has been, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and a person engaged in commerce or in an industry affecting commerce within the meaning of Section 8(b)(4)(i) and (ii)(B) of the Act.

At all material times, Taisei Construction Corporation (TCC), a Delaware corporation, has been engaged in business as a general contractor in the construction industry in the State of California.

At all material times, Western National Contractors has been engaged in business as a general contractor in the construction industry in the State of California.

At all material times, Palmer has engaged Silverline to perform work as a subcontractor at a construction site known as the Piero II Apartments (the Piero II jobsite) located between West Sixth Street, South Bixel Street, St. Paul Avenue, and Wilshire Boulevard, in downtown Los Angeles, California.

At all material times, TCC has engaged Silverline to perform work as a subcontractor at a construction site known as the Math Business and Allied Health Building project at El Camino Community College (El Camino jobsite) located near the intersection of Redondo Beach and Crenshaw Boulevards in Torrance, California.

At all material times, Western National Contractors has engaged Silverline to perform work as a subcontractor at a construction site known as Spectrum Apartments Park Building B project (the Spectrum Apartments jobsite) located at 15000 Spectrum Drive in Irvine, California.

At all material times, Respondent Council and Respondent Local 209 have been engaged in a labor dispute with Silverline.

At no material time have Respondent Council or Respondent Local 209 been engaged in a labor dispute with Palmer, or with any of Palmer's subcontractors at the Piero II jobsite other than Silverline.

2. The labor organizations involved

At all material times, Respondent Council and Respondent Local 209, and each of them individually, have been labor organizations within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

A. Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America (Respondent Council), its officers, agents, and representatives, shall

1. Cease and desist from

(a) Restraining or coercing employees in the exercise of the rights guaranteed them under Section 7 of the National Labor Relations Act (the Act), by engaging in any of the following conduct:

- (i) impeding employees of Silverline Construction, Inc. (Silverline), or subcontractors, visitors, or material suppliers of Silverline, in the presence of employees, from entering or exiting jobsites by engaging in mass picketing at jobsite entrances, by blocking the ingress of employees, by blocking or impeding trucks driven by employees, or by kicking, shoving, or pushing gates as supervisors open the gates for employees;
- (ii) in the presence of employees, impeding Silverline supervisors from entering jobsites by blocking the ingress of Silverline supervisors;
- (iii) impeding employees of a subcontractor of Silverline from entering jobsites by blocking their ingress;
- (iv) in the presence of employees, impeding supervisors of a subcontractor of Silverline and the subcontractor's vehicles from entering jobsites by blocking their ingress;
- (v) pushing and shoving Silverline employees;
- (vi) kicking Silverline employees' lunchboxes out of their hands;
- (vii) tackling, kicking, shoving, or punching Silverline employees;
- (viii) threatening Silverline employees with physical harm by challenging them to fight;
- (ix) surveilling Silverline employees by videotaping them as they enter jobsites;
- (x) throwing objects at Silverline employees;
- (xi) in the presence of employees, throwing objects at Silverline supervisors;
- (xii) in the presence of employees, pushing and shoving Silverline supervisors;
- (xiii) in the presence of employees, assaulting and choking a Silverline supervisor;
- (xiv) in the presence of employees, threatening Silverline supervisors with physical harm by challenging them to fight;
- (xv) in the presence of employees, threatening a supervisor of a subcontractor of Silverline with physical harm by challenging the supervisor to fight;

- (xvi) striking fences around jobsites with picket signs;
- (xvii) assaulting employees of a subcontractor of Silverline by striking, punching, and grabbing them;
- (xviii) in the presence of employees, assaulting supervisors of a subcontractor of Silverline by striking, punching, and grabbing them.

(b) In any other manner restraining or coercing employees of Silverline, or of any other employer, in the exercise of the rights guaranteed them by Section 7 of the Act.

(c) Picketing at construction site gates reserved for use by neutral employers on jobsites where Silverline or any other primary employer is engaged in work, or otherwise picketing for an object of forcing or requiring Palmer/Sixth Street Properties, LP (Palmer) or any other person to cease dealing in the products of or cease doing business with Silverline or any other primary employer.

(d) In any other manner, or by any other means, engaging in or inducing or encouraging any individual employed by Palmer or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his or her employment to use, manufacture, process, transport, or to otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services; or threatening, coercing, or restraining Palmer 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 Palmer or any other person to cease dealing in the products of or to cease doing business with Silverline or any other person.

(e) Picketing, or causing to be picketed, Silverline or any other employer at any location where Silverline is performing work, where an object of such picketing is forcing or requiring Silverline to recognize or bargain with Respondent Council or United Brotherhood of Carpenters and Joiners of America, Local 209 (Respondent Local 209), as the collective-bargaining representative of the employees of Silverline, at a time when neither Respondent Council nor Respondent Local 209 is certified as such representative and where such picketing has been conducted without a petition under Section 9(c) of the Act having been filed within a reasonable period of time not to exceed 30 days from the start of such picketing.

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

(a) Within 14 days after service by the Region of the attached notice marked "Appendix A," post the notice at the offices of Respondent Council. Copies of the notice, in English and Spanish, on forms provided by the Regional Director for Region 21, after being signed by authorized representatives of Respondent Council, shall be posted by Respondent Council and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees and members are customarily posted. In addition to physical posting of paper notices, notices shall be distributed

electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means if Respondent Council customarily communicates with employees and members by such means. Reasonable steps will be taken by Respondent Council to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Sign and return to the Regional Director sufficient copies of the attached notice marked "Appendix A" for posting by Silverline and Palmer, if willing, at all places at their facilities where notices to employees and members are customarily posted. Copies of this notice will also be provided to Taisei Construction Corporation and Western National Contractors by the Region to be posted or distributed to their respective employees, if so desired.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 21 a sworn certification of a responsible official on a form provided by the Region, attesting to the steps that Respondent Council has taken to comply.

B. United Brotherhood of Carpenters and Joiners of America, Local 209, (Respondent Local 209), its officers, agents, and representatives, shall

1. Cease and desist from

(a) Restraining or coercing employees in the exercise of the rights guaranteed them under Section 7 of the National Labor Relations Act (the Act) by engaging in any of the following conduct:

- (i) impeding employees of Silverline Construction, Inc. (Silverline), or subcontractors, visitors, or material suppliers of Silverline in the presence of employees, from entering or exiting jobsites by engaging in mass picketing at jobsite entrances, by blocking the ingress of employees, by blocking or impeding trucks driven by employees, or by kicking, shoving, or pushing gates as supervisors open the gates for employees;
- (ii) in the presence of employees, impeding Silverline supervisors from entering jobsites by blocking the ingress of Silverline supervisors;
- (iii) impeding employees of a subcontractor of Silverline from entering jobsites by blocking their ingress;
- (iv) in the presence of employees, impeding supervisors of a subcontractor of Silverline and the subcontractor's vehicles from entering jobsites by blocking their ingress;
- (v) pushing and shoving Silverline employees;
- (vi) kicking Silverline employees' lunchboxes out of their hands;
- (vii) tackling, kicking, shoving, or punching Silverline employees;

- (viii) threatening Silverline employees with physical harm by challenging them to fight;
- (ix) surveilling Silverline employees by videotaping them as they enter jobsites;
- (x) throwing objects at Silverline employees;
- (xi) in the presence of employees, throwing objects at Silverline supervisors;
- (xii) in the presence of employees, pushing and shoving Silverline supervisors;
- (xiii) in the presence of employees, assaulting and choking a Silverline supervisor;
- (xiv) in the presence of employees, threatening Silverline supervisors with physical harm by challenging them to fight;
- (xv) in the presence of employees, threatening a supervisor of a subcontractor of Silverline with physical harm by challenging the supervisor to fight;
- (xvi) striking fences around jobsites with picket signs;
- (xvii) assaulting employees of a subcontractor of Silverline by striking, punching, and grabbing them;
- (xviii) in the presence of employees, assaulting supervisors of a subcontractor of Silverline by striking, punching, and grabbing them;

(b) In any other manner restraining or coercing employees of Silverline, or of any other employer, in the exercise of the rights guaranteed them by Section 7 of the Act.

(c) Picketing at construction site gates reserved for use by neutral employers on jobsites where Silverline, or any other primary employer, is engaged in work, or otherwise picketing for an object of forcing or requiring Palmer/Sixth Street Properties, LP (Palmer) or any other person to cease dealing in the products of or cease doing business with Silverline or any other primary employer.

(d) In any other manner, or by any other means, engaging in or inducing or encouraging any individual employed by Palmer or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his or her employment to use, manufacture, process, transport, or to otherwise handle or work on any goods, articles, materials, or commodities, or to

perform any services; or threatening, coercing, or restraining Palmer 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 Palmer or any other person to cease dealing in the products of or to cease doing business with Silverline or any other person.

(e) Picketing, or causing to be picketed, Silverline or any other employer at any location where Silverline is performing work, where an object of such picketing is forcing or requiring Silverline to recognize or bargain with Respondent Local 209 or the Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America (Respondent Council), as the collective-bargaining representative of the employees of Silverline, at a time when neither Respondent Local 209 nor Respondent Council is certified as such representative and where such picketing has been conducted without a petition under Section 9(c) of the Act having been filed within a reasonable period of time not to exceed 30 days from the start of such picketing.

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

(a) Within 14 days after service by the Region of the attached notice marked "Appendix B," post the notice at the offices of Respondent Local 209. Copies of the notice, in English and Spanish, on forms provided by the Regional Director for Region 21, after being signed by authorized representatives of Respondent Local 209, shall be posted by Respondent Local 209 and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees and members are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means if Respondent Local 209 customarily communicates with employees and members by such means. Reasonable steps will be taken by Respondent Local 209 to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Sign and return to the Regional Director sufficient copies of the attached notice marked "Appendix B" for posting by Silverline and Palmer, if willing, at all places at their facilities where notices to employees and members are customarily posted. Copies of this notice will also be provided to Taisei Construction Corporation and Western National Contractors by the Region to be posted or distributed to their respective employees, if so desired.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 21 a sworn certification of a responsible official on a form provided by the Region, attesting to the steps that Respondent Local 209 has taken to comply.

Dated, Washington, D.C., May 2, 2011.

Wilma B. Liebman, Chairman

Craig Becker, Member

Mark Gaston Pearce, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES AND MEMBERS

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

Pursuant to a stipulation providing for a Board order and a consent judgment of the United States Court of Appeals for the Ninth Circuit.

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join or assist a union
Choose representatives to bargain on your behalf with your employer
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT restrain or coerce employees in the exercise of the rights guaranteed them under Section 7 of the National Labor Relations Act (the Act), by engaging in any of the following conduct:

- impeding employees of Silverline Construction, Inc. (Silverline), or subcontractors, visitors, or material suppliers of Silverline in the presence of employees, from entering or exiting jobsites by engaging in mass picketing at jobsite entrances, by blocking the ingress of employees, by blocking or impeding trucks driven by employees, or by kicking, shoving, or pushing gates as supervisors open the gates for employees;
- in the presence of employees, impeding Silverline supervisors from entering jobsites by blocking the ingress of Silverline supervisors;
- impeding employees of a subcontractor of Silverline from entering jobsites by blocking their ingress;
- in the presence of employees, impeding supervisors of a subcontractor of Silverline and the subcontractor's vehicles from entering jobsites by blocking their ingress;
- pushing and shoving Silverline employees;
- kicking Silverline employees' lunchboxes out of their hands;
- tackling, kicking, shoving, or punching Silverline employees;
- threatening Silverline employees with physical harm by challenging them to fight;

- surveilling Silverline employees by videotaping them as they enter jobsites;
- throwing objects at Silverline employees;
- in the presence of employees, throwing objects at Silverline supervisors;
- in the presence of employees, pushing and shoving Silverline supervisors;
- in the presence of employees, assaulting and choking a Silverline supervisor;
- in the presence of employees, threatening Silverline supervisors with physical harm by challenging them to fight;
- in the presence of employees, threatening a supervisor of a subcontractor of Silverline with physical harm by challenging the supervisor to fight;
- striking fences around jobsites with picket signs;
- assaulting employees of a subcontractor of Silverline by striking, punching, and grabbing them;
- in the presence of employees, assaulting supervisors of a subcontractor of Silverline by striking, punching, and grabbing them;

WE WILL NOT in any other manner restrain or coerce employees of Silverline, or of any other employer, in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL NOT picket at construction site gates reserved for use by neutral employers on jobsites where Silverline or any other primary employer is engaged in work, or otherwise picket for an object of forcing or requiring Palmer/Sixth Street Properties, LP (Palmer), or any other person to cease dealing in the products of or cease doing business with Silverline or any other primary employer;

WE WILL NOT in any other manner, or by any other means, engage in or induce or encourage any individual employed by Palmer or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his or her employment to use, manufacture, process, transport, or to otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, or threaten, coerce, or restrain Palmer, 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 Palmer or any other person to cease dealing in the products of or to cease doing business with Silverline or any other person;

WE WILL NOT picket, or cause to be picketed, Silverline or any other employer at any location where Silverline is performing work, where an object of such picketing is

forcing or requiring Silverline to recognize or bargain with the United Brotherhood of Carpenters and Joiners of America, Local 209 or the Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners or as the collective-bargaining representative of the employees of Silverline, at a time when neither is certified as such representative and where such picketing has been conducted without a petition under Section 9(c) of the Act having been filed within a reasonable period of time, not to exceed 30 days from the start of such picketing.

SOUTHWEST REGIONAL COUNCIL OF
CARPENTERS, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA

Dated _____ By _____
(Representative) (Title)

APPENDIX B

NOTICE TO EMPLOYEES AND MEMBERS

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

Pursuant to a stipulation providing for a Board order and a consent judgment of the United States Court of Appeals for the Ninth Circuit.

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join or assist a union
Choose representatives to bargain on your behalf with your employer
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT restrain or coerce employees in the exercise of the rights guaranteed them under Section 7 of the National Labor Relations Act (the Act), by engaging in any of the following conduct:

- impeding employees of Silverline Construction, Inc. (Silverline), or subcontractors, visitors, or material suppliers of Silverline in the presence of employees, from entering or exiting jobsites by engaging in mass picketing at jobsite entrances, by blocking the ingress of employees, by blocking or impeding trucks driven by employees, or by kicking, shoving, or pushing gates as supervisors open the gates for employees;
- in the presence of employees, impeding Silverline supervisors from entering jobsites by blocking the ingress of Silverline supervisors;
- impeding employees of a subcontractor of Silverline from entering jobsites by blocking their ingress;
- in the presence of employees, impeding supervisors of a subcontractor of Silverline and the subcontractor's vehicles from entering jobsites by blocking their ingress;
- pushing and shoving Silverline employees;
- kicking Silverline employees' lunchboxes out of their hands;
- tackling, kicking, shoving, or punching Silverline employees;
- threatening Silverline employees with physical harm by challenging them to fight;

- surveilling Silverline employees by videotaping them as they enter jobsites;
- throwing objects at Silverline employees;
- in the presence of employees, throwing objects at Silverline supervisors;
- in the presence of employees, pushing and shoving Silverline supervisors;
- in the presence of employees, assaulting and choking a Silverline supervisor;
- in the presence of employees, threatening Silverline supervisors with physical harm by challenging them to fight;
- in the presence of employees, threatening a supervisor of a subcontractor of Silverline with physical harm by challenging the supervisor to fight;
- striking fences around jobsites with picket signs;
- assaulting employees of a subcontractor of Silverline by striking, punching, and grabbing them;
- in the presence of employees, assaulting supervisors of a subcontractor of Silverline by striking, punching, and grabbing them;

WE WILL NOT in any other manner restrain or coerce employees of Silverline, or of any other employer, in the exercise of the rights guaranteed them by Section 7 of the Act;

WE WILL NOT picket at construction site gates reserved for use by neutral employers on jobsites where Silverline, or any other primary employer, is engaged in work, or otherwise picket for an object of forcing or requiring Palmer/Sixth Street Properties, LP (Palmer), or any other person to cease dealing in the products of or cease doing business with Silverline or any other primary employer;

WE WILL NOT in any other manner, or by any other means, engage in or induce or encourage any individual employed by Palmer or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his or her employment to use, manufacture, process, transport, or to otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, or threaten, coerce, or restrain Palmer 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 Palmer, or any other person, to cease dealing in the products of or to cease doing business with Silverline or any other person;

WE WILL NOT picket, or cause to be picketed, Silverline or any other employer at any location where Silverline is performing work, where an object of such picketing is forcing or requiring Silverline to recognize or bargain with the United Brotherhood of Carpenters and Joiners of America, Local 209 or the Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners as the collective-bargaining representative of the employees of Silverline, at a time when neither is certified as such representative and where such picketing has been conducted without a petition under Section 9(c) of the Act having been filed within a reasonable period of time not to exceed 30 days from the start of such picketing.

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, LOCAL 209

Dated _____ By _____
(Representative) (Title)