UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS, LOCAL 229, AFL-CIO

and **Case 21-CC-183510**

COMMERCIAL METALS COMPANY dba CMC REBAR

Lisa McNeill, Esq., for the General Counsel.
David A. Rosenfeld, Esq., for the Respondent.
L. Brent Garrett, Esq., for the Charging Party.

DECISION

MARY MILLER CRACRAFT, Administrative Law Judge. The issue in this case is whether a labor organization unlawfully induced or encouraged employees of Commercial Metals Company d/b/a CMC Rebar (CMC) to strike or refuse to perform services in support of its labor dispute with Western Concrete Pumping, Inc. (WCP). The violation is found as alleged. Arguments that the Act, as applied here, violates the First and Thirteenth Amendments and the Religious Freedom Restoration Act (RFRA) are rejected.

I. FACTS

Construction of a four-story parking structure at the Pechanga Resort & Casino in Temecula, California (Pechanga jobsite) was the locus of the dispute. The general contractor on the Pechanga jobsite was McCarthy Building Companies, Inc. (McCarthy). Charging Party CMC worked as a subcontractor of McCarthy at the Pechanga jobsite from February 2016 to December 2, 2016. CMC furnished and installed reinforcing steel and post-tensioning reinforcement. WCP, another McCarthy subcontractor, performed concrete work at the Pechanga jobsite.

Labor organization International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers, Local 229, AFL-CIO (Local 229) and non-party labor organization Operating Engineers Local 12 (Local 12) have a labor dispute with WCP.[1] The parties agree that at no time have Local 229 or Local 12 been engaged in a primary labor dispute with CMC, McCarthy, or any other contractors at the Pechanga jobsite other than WCP.[2] However, it is Local 229's position that it has been engaged in a labor dispute with McCarthy and CMC within the

[1] Stipulation at par. 7(a) and (b), 9(a) and (b).
[2] Stipulation at par. 9(c) and (d).

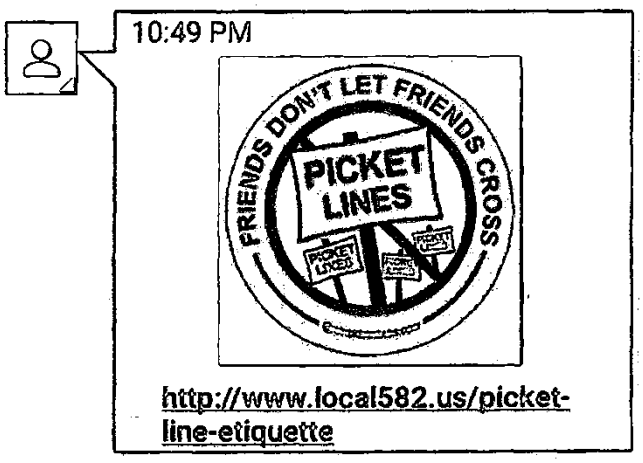
meaning of Section 2(9) of the National Labor Relations Act (the Act)[3] because WCP does not pay area standards and is on the Pechanga site.[4] The General Counsel and CMC do not agree with this position and note that there is no contention that CMC and WCP are allied with each other in the performance of any work subject to any labor dispute.[5]

CMC is a signatory to the Iron Workers Master Labor Agreement (Master Agreement) effective July 1, 2014, to June 30, 2017. The Master Agreement applies to projects in Temecula, California, including the Pechanga jobsite.[6]

On August 16, 2016,[7] Local 12, in support of its labor dispute with WCP, began picketing at the Pechenga jobsite. The picketing was aimed solely at WCP. The picketers carried signs reading, "Not Paying Area Standard Wages – Western Pumping." The picketing continued on a daily basis until about November 18. The parties do not contend that this picketing was unlawful.[8]

About August 16, through its business agent James Alvernaz (Alvernaz),[9] Local 229 appealed to employees of CMC by sending them a text message, to induce or encourage them to strike or refuse to perform work for CMC at the Pechanga jobsite, in support of Local 12's labor dispute with WCP and Local 229's labor dispute with WCP.[10] The text message contained a No Picket Lines symbol circled by the words, "FRIENDS DON'T LET FRIENDS CROSS." The text also contained a link to webpage: http://www.local582us/picket-line-etiquette.

Thus, the text message was as follows:



[3] Sec. 2(9) of the Act, 29 U.S.C. §152(9), provides, inter alia, "The term 'labor dispute' includes any controversy concerning terms, tenure or conditions of employment . . . regardless of whether the disputants stand in the proximate relation of employer and employee."

[4] Stipulation at par. 9(e). Local 229 does not offer any further explication for its Sec. 2(9) argument.

[5] Stipulation at par. 9(e).

[6] Stipulation at par. 10.

[7] Unless otherwise referenced, all dates are in 2016.

[8] Stipulation at par. 11.

[9] The parties agree that Alvernaz was at all material times an agent of Local 229 within the meaning of Sec. 2(13) of the Act.

[10] Stipulation at par. 12.

About August 21, Local 229, by Alvernaz, appealed to CMC employees by calling them on the telephone to induce or encourage them to strike or refuse to perform work for CMC at the Pechanga jobsite in support of Local 12's labor dispute with WCP and Local 229's labor dispute with WCP. Specifically, about August 21, Alvernaz telephoned an employee of CMC about the Local 12 picket. Alvernaz encouraged the employee that in support of its dispute with WCP, he and other employees should not perform work for CMC.[11]

About August 29, Local 229, by Alvernaz, at the Pechanga jobsite, appealed to employees of CMC by distributing copies of a flyer to them entitled "Picket Line Etiquette" to induce or encourage them to strike or refuse to perform work for CMC at the Pechanga jobsite in support of Local 12's labor dispute with WCP and Local 229's labor dispute with WCP. Alvernaz placed copies of the flyer in the employees' lunch boxes. Alvernaz also talked with employees and encouraged them to support its dispute with WCP by not working for CMC.[12] The flyer stated as follows:

> Picket Line Etiquette
> Labor's first commandment:
> "THOU SHALL NOT CROSS THE LINE"
> A good Union member is EXTREMELY CAREFUL when confronted with a picket line situation.
> When a picket line is established on a job where you are working:
> You MAY LEAVE. You DO NOT TALK.
> You READ the PICKET SIGN as you leave.
> You DO NOT hang around near the job.
> You know that ONCE A PICKET LINE IS ESTABLISHED, your Business Agents and other Union Officials are legally gagged and handcuffed from giving advice pertaining to THAT JOB. They can only tell you if the Picket Line is AUTHORIZED.
>
> A good union member knows their rights:
>
> You have the right not to work behind ANY Picket Line
>
> You have the right to decide for yourself whether to walk off a job being picketed.
>
> You understand that YOUR TRADE may be UNDER ATTACK next and you would want everyone's support.
>
> You know that a two gate system means a PICKET LINE and you have the RIGHT NOT TO WORK, no matter how many gates the employer sets up.
>
> KNOW YOUR RIGHTS.
>
> BE PREPARED AHEAD OF TIME HOW TO REACT TO PICKET LINES.

About August 29, Local 229, by Alvernaz visited the Pechanga jobsite and appealed to employees of CMC by speaking with them to induce or encourage them to strike or refuse to perform work for CMC at the Pechenga jobsite in support of Local 12's labor dispute with WCP and Local 229's labor dispute

[11] Stipulation at par. 13.
[12] Stipulation at par. 14.

with WCP. Alvernaz encouraged the employee that in support of its dispute with WCP, employees should not perform work for CMC.[13]

II. ANALYSIS

Section 8(b)(4)(i)(B) of the Act[14] provides in relevant part that it is an unfair labor practice for a labor organization or its agents "to induce or encourage any individual employed by any person engaged in commerce to engage in a strike or a refusal . . . to perform any services [where an object thereof is] forcing or requiring any person . . . to cease doing business with any other person . . . ." Thus, Section 8(b)(4)(i)(B) is violated "by picketing or activity that induces or encourages the employees of a secondary employer to stop work, where an object is to compel that employer to cease doing business with the struck or primary employer."[15] The phrase "induce or encourage" includes every form of influence and persuasion.[16] Words which are alleged to induce or encourage are judged as they would reasonably be understood by employees: [17]

> In determining whether words constitute inducement or encouragement, the Board has repeatedly found unlawful any statement which agents of a union make directly to the employees of a secondary employer *if such statements would reasonably be understood by the employees as a signal or request to engage in a work stoppage against their own employer.*

A secondary objective has been understood as having a purpose of pressuring a neutral party to become involved in a dispute with a primary target.[18] As relevant in this case, Section 8(b)(4)(i)(B) is violated when a labor organization "induces or encourages" employees of a neutral employer such as CMC to stop working if there is a secondary objective of forcing or requiring the neutral employer to cease doing business with the primary target, in this case WCP.[19]

Local 229 does not argue that Alvernaz's actions did not "induce or encourage" employees of CMC "to engage in a strike or a refusal . . . to perform any services." Local 229 does not dispute that an object of its inducement or encouragement was to pressure CMC or McCarthy to cease doing business with WCP. Moreover, the record evidence supports a finding of a violation of Section 8(b)(4)(i)(B).

Thus, as the General Counsel argues, employees would reasonably understand Alvernaz's texts, phone calls, flyers, and conversations as requests that they withhold their services from their neutral employer CMC in order to support the primary labor dispute with WCP. The General Counsel further asserts that the August 16 text message that "friends don't let friends cross . . . picket lines" and the August 29 flyer distributed to CMC employees, "Thou Shall not cross picket lines" specifically request employees to engage in a work stoppage against neutral employer CMC and thus violate Section 8(b)(4)(i)(B) of the Act.

In each of the four instances of alleged violation, the parties stipulated that the purpose of Alvernaz's communication was to induce or encourage CMC employees to strike or refuse to perform

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[13] Stipulation at par. 15.

[14] 29 U.S.C. §158(b)(4)(i)(B).

[15] *Southwest Regional Council of Carpenters (New Star General Contractors),* 356 NLRB 613, 615 (2011); *Teamsters Local 122(August A. Bush & Co.),* 334 NLRB 1190, 1191 (2001), enf. 2003 WL 880990 (D.C. Cir 2003).

[16] *IBEW Local 501 v. NLRB,* 341 U.S. 694, 701–702 (1951).

[17] *Teamsters Local 122,* supra, 334 NLRB at 1191–1192 fn. 8, cited by the General Counsel.

[18] See, e.g., *Teamsters Local 732 (Servair Maintenance),* 229 NLRB 392, at 392 and 400 (1977).

[19] *Teamsters Local 122,* supra, 334 NLRB at 1191 at fn. 7.

work for CMC in support of Local 12's and Local 229's labor dispute with WCP.[20] Consistent with the stipulation, the record fully supports a finding that employees would have reasonably understood the August 16 text and the August 29 flyer as signals or requests to stop working for neutral employer CMC. Thus, Alvernaz sent CMC employees a text stating, inter alia, "Friends Don't Let Friends Cross Picket Lines." This could only have been understood as a request to withhold services from CMC by refusing to cross Local 12's picket line. Alvernaz placed "picket line etiquette" flyers in CMC employees' lunch boxes on August 29. These flyers contained a blanket admonition not to cross picket lines. Contextually, because CMC employees could not report to work if they honored the picket line, the flyers would reasonably be read as a request to stop working for their employer. Indeed, as the General Counsel notes that in similar circumstances such language was previously found unlawful.[21] In light of the Local 12's picket line, these messages would be reasonably interpreted by CMC employees as inducement or encouragement to honor the picket line, thus refusing to perform services for neutral employer CMC.

Thus, based on the stipulation and the evidence contained in the stipulation, it is found that in each of the four instances, Local 229 induced or encouraged employees of CMC, a neutral employer, to stop working with the objective of forcing CMC to cease doing business with the primary employer WCP. It is accordingly found that by its August 16 text message, its August 21 telephone calls, its August 29 flyers, and its August 29 conversations, Local 229 induced or encouraged employees of CMC to strike or refuse to perform work for CMC in support of its and Local 12's labor dispute with WCP in violation of Section 8(b)(4)(i)(B) of the Act.

In its defense, Local 229 asserts that Section 8(b)(4)(i)(B) is presumptively unconstitutional when applied to the facts of this case. Under more recent First Amendment jurisprudence, free speech has been expanded, according to Local 229.[22] Specifically, it is argued that strict scrutiny of Section 8(b)(4)(i)(B)'s "content based" regulation of speech is required.[23] Further, Local 229 notes that the Supreme Court has declined to determine what level of constitutional scrutiny applies to Section 8(b)(4)(i)(B).[24] Building on

[20] In two of the four instances of alleged violation, the stipulation itself is unaccompanied by further evidence. Thus, as to the August 21 phone calls (Stipulation at par. 13) and the August 29 conversations (Stipulation at par. 15), the parties stipulated that Alvernaz appealed to employees to induce or encourage them to strike or refuse to perform work for CMC. No further text in support of these stipulations was offered and no further analysis is required.

[21] *Iron Workers Pacific Northwest Council (Hoffman Construction),* 292 NLRB 562, 571, 584 (1989), enf. 913 F.2d 1470 (9th Cir. 1990), holding leaflets which were virtually identical to those here unlawful. The leaflets stated in part, "A good union member is extremely careful when confronted with a picket line situation. WHEN A PICKET LINE IS ESTABLISHED on a job where he is working . . . He LEAVES. He DOES NOT TALK–JUST LEAVES."

[22] In *Reed v. Town of Gilbert,* 576 U.S. ___, 135 S. Ct. 2218, 2227 (2015), the Court explained that laws treating speech based on its content are "content based" regardless of the government's interests or motivations. The Court held that the town of Gilbert, Arizona's municipal sign code, which imposed stricter restrictions on non-profit signage than on other signs, constituted a content-based regulation of speech which must be subjected to and could not survive strict scrutiny.

[23] Local 229 notes that in *Safeco*, a plurality of the Court utilized an "unlawful purpose" rationale and held that restrictions on peaceful secondary consumer picketing were constitutional. *Safeco*, however, according to Local 229, failed to rule on the level of constitutional scrutiny applicable to 8(b)(4)(B). In any event, Local 229 avers that the Court abandoned the unlawful objective rationale in *Edward J. DeBartolo Corp. v. Gulf Coast Trades Council,* 485 U.S. 568, 578–588 (1988) (In order to avoid potential First Amendment conflict, the Court held that Sec. 8(b)(4)(ii) does not proscribe peaceful handbilling, unaccompanied by picketing, urging consumer boycott of neutral employer).

[24] Local 229 acknowledges that in *IBEW Local 501 v. NLRB,* supra, 341 U.S. at 705, the Court held, in the context of picketing followed by a telephone call, that the predecessor to current section 8(b)(4)(i)(B) does not constitute an abridgement of free speech. Local 229 argues that this case is not applicable to pure speech and is not sustainable under current First Amendment jurisprudence. Similarly, Local 229 views the holding in *NLRB v. Retail*

these assertions, Local 229 argues that as a content-based restriction, Section 8(b)(4)(i)(B) is presumptively unconstitutional.[25] Assuming state interests such as unimpeded commerce or prohibiting coercive closing of businesses, coerced participation in a labor strike or preventing threats or violence, Local 229 claims that Section 8(b)(4)(i)(B) is not narrowly tailored to those ends and, thus, violates the First Amendment. Local 229 also categorizes Alvernaz's appeals as "pure speech" and protected by the First Amendment.[26]

These arguments, although eloquently presented, are rejected. In agreement with counsel for the General Counsel, it must be found that the Court answered the free speech argument in 1951 when it decided *IBEW Local 501 v. NLRB,* 341 U.S. 694, 705 holding that outlawing inducement or encouragement of "secondary pressure" does not violate the First Amendment. *IBEW Local 501* remains binding law.

Local 229 also asserts that Section 8(c) of the Act[27] protects Alvernaz's requests that employees take action as there was "no threat of reprisal or force or promise of benefit" in his requests. This argument was also rejected in *IBEW Local 501,* supra, 341 U.S. at 701–702 (Sec. 8(c) does not limit the words in Sec. 8(b)(4), "induce or encourage," to require a "threat of reprisal or force or promise of benefit.")

Additionally, Local 229 argues that the application of the Act to prohibit efforts to induce or encourage workers to leave their work violates the Thirteenth Amendment. In 1865, the Thirteenth Amendment to the United States Constitution abolished slavery and involuntary servitude. It provides, in relevant part, "Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction." On this record, however, no evidence of involuntary servitude warranting application of the Thirteenth Amendment exists. Moreover, Local 229 does not explain the theory of this defense. Thus, it is found that this defense lacks merit.

Finally, Local 229 asserts that Alvernaz's communications are protected by the Religious Freedom Restoration Act (RFRA).[28] RFRA provides, inter alia, that the government may not substantially burden free exercise of religion. Exercise of religion is defined as "any exercise of religion whether or not compelled by or central to, a system of religious belief."[29]

As explained in *Oklevueha Native American Church Of Hawaii, Inc. v. Lynch*, 828 F.3d 1012, 1015 (9th Cir. 2016),

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Store Employees Union, Local 1001 (Safeco), 447 U.S. 607, 616 (1980), as of limited precedential value. In *Safeco,* a plurality of the Court held that restrictions on peaceful secondary consumer picketing were constitutional.

[25] This would be the case, according to Local 229, under either an "obvious" facially content-based analysis or a "subtle" facially content-based analysis.

[26] Because there is no element of conduct, the communication is protected by the First Amendment pursuant to cases rejecting regulation of such speech, Local 229 argues, citing *Brandenburg v. Ohio,* 395 U.S. 444 (1969); *Chaplinsky v. New Hampshire,* 315 U.S. 568 (1942); *Rosenfeld v. New Jersey,* 408 U.S. 901 (1972); *R.A.V. v. St. Paul, Minnesota,* 505 U.S. 377 (1992).

[27] Sec. 8(c), 29 U.S.C. §158(c), provides that, "The expressing of any views, argument, or opinion . . . shall not constitute or be evidence of any unfair labor practice . . . if such expression contains no threat of reprisal or force or promise of benefit."

[28] Pursuant to the RFRA, 42 U.S.C. §§ 2000bb-2000bb-4, the government may "substantially burden" exercise of religion only in furtherance of a compelling government interest using the least restrictive means. Local 229 analogizes to the Court's holding in *Burwell v. Hobby Lobby Stores, Inc.,* 134 S. Ct. 2751 (2014), arguing that protected concerted activity such as Alvernaz's is a core religious right.

[29] RFRA, 42 U.S.C. §2000cc-5(7)(A).

To establish a prima facie claim under RFRA, a plaintiff must "present evidence sufficient to allow a trier of fact rationally to find the existence of two elements." *Navajo Nation v. U.S. Forest Serv.,* 535 F.3d 1058, 1068 (9th Cir.2008) (en banc). "First, the activities the plaintiff claims are burdened by the government action must be an 'exercise of religion.' " *Id.* (quoting 42 U.S.C. § 2000bb–1(a)); *see also United States v. Zimmerman,* 514 F.3d 851, 853 (9th Cir.2007) (per curiam) (observing that a litigant "may only invoke RFRA if his beliefs are both 'sincerely held' and 'rooted in religious belief, not in "purely secular" philosophical concerns' " (citation omitted)). "Second, the government action must 'substantially burden' the plaintiff's exercise of religion." *Navajo Nation,* 535 F.3d at 1068 (quoting 42 U.S.C. § 2000bb–1(a)). Where a plaintiff has established these elements, "the burden of persuasion shifts to the government to prove that the challenged government action is in furtherance of a 'compelling governmental interest' and is implemented by 'the least restrictive means.' " *Id.* (quoting 42 U.S.C. § 2000bb–1(b)).

It is unnecessary that Local 229 specify that engaging in protected, concerted activity is compelled by or central to a system of religious belief as "any exercise of religion" suffices. Thus, assuming without deciding that protected, concerted activity might constitute "any exercise of religion," the RFRA claim must nevertheless fail because Local 229 has not shown that Section 8(b)(4)(i)(B) imposes a substantial burden on a labor organization's exercise of the right to engage in protected, concerted activity.[30] Certainly the Section 8(b)(4)(i)(B) prohibition of inducing or encouraging employees to engage in a strike or a refusal to perform services for a neutral employer does not rise to the level of prohibiting or burdening (substantially or otherwise) labor organizations. Section 8(b)(4)(i)(B) does not generally forbid a labor organization from requesting that individuals honor a lawful picket line. Rather, it forbids enmeshing neutrals in this activity. Local 229 does not argue that enmeshing neutrals is a religious requirement of engaging in protected, concerted activity.

Moreover, even if Local 229 established that its exercise of religion is substantially burdened, it is clear that the challenged action is in furtherance of a compelling governmental interest which was implemented by the least restrictive means.[31] Thus Local 229 has not shown that Section 8(b)(4)(i)(B) substantially burdens its exercise of the right to engage in protected, concerted activity. Local 229's reliance on RFRA is accordingly unavailing.

CONCLUSIONS OF LAW

1. Charging Party CMC is an employer within the meaning of Section 2(2), (6), and (7) of the Act.
2. Local 229 and Local 12 are labor organizations within the meaning of Section 2(5) of the Act.
3. The NLRB has jurisdiction of this dispute pursuant to Section 10(a) of the Act.
4. On August 16, 2016, Local 229 violated Section 8(b)(4)(i)(B) by appealing to employees of CMC by sending them a text message stating "Friends Don't Let Friends Cross Picket Lines" to induce or encourage the CMC employees to strike or refuse to perform work for CMC in support of Local 12's labor dispute with WCP and Local 229's labor dispute with WCP.

[30] To constitute a substantial burden, a limitation on religious practice "must impose a significantly great restriction or onus upon such exercise" or put "substantial pressure on an adherent to modify . . . behavior or to violate . . . beliefs." *Walker v. Beard*, 789 F.3d 1125, 1135 (9th Cir. 2015).

[31] A strong governmental interest exists in regulating the economic relationship between labor and management. *International Longshoremen's Association v. Allied International, Inc.,* 456 U.S. 212, 226–227 (1982); *Carroll College, Inc.,* 345 NLRB 254, 257 (2005) (holding compelling governmental interest in ordering employer to bargain overcame RFRA).

5. On August 21, 2016, Local 229 violated Section 8(b)(4)(i)(B) by appealing to employees of CMC by calling them on the telephone stating that they and other employees should not perform work for CMC in order to induce or encourage them to strike or refuse to perform work for CMC in support of Local 12's labor dispute with WCP and Local 229's labor dispute with WCP.
6. On August 29, 2016, Local 229 violated Section 8(b)(4)(i)(B) by appealing to employees of CMC by distributing a flyer entitled "Picket Line Etiquette" to induce or encourage them to strike or refuse to perform work for CMC in support of Local 12's labor dispute with WCP and Local 229's labor dispute with WCP.
7. On August 29, 2016, Local 229 violated Section 8(b)(4)(i)(B) by appealing to employees of CMC by speaking with them to induce or encourage them to strike or refuse to perform work for CMC in support of Local 12's labor dispute with WCP and Local 229's labor dispute with WCP.
8. The First Amendment, the Thirteenth Amendment, Section 10(c) of the Act, and RFRA fail to provide a defense to these findings of violation of 8(b)(4)(i)(B) of the Act.

REMEDY

Having found that Local 229 has violated Section 8(b)(4)(i)(B) of the Act, it is recommended that it be ordered to cease and desist from such action and to take certain affirmative action designed to effectuate the policies of the Act including posting a notice to employees and members at its office and union hall.

ORDER

It is recommended that the Board order International Association of Bridge, Structural, Ornamental, and Reinforcing Iron Workers, Local 229, AFL-CIO, San Diego, California, its officers, agents, and representatives to

1. Cease and desist from texting, phoning, distributing flyers, or speaking to employees inducing or encouraging any employee of CMC to strike or refuse to perform work for CMC in support of Local 12's or Local 229's labor dispute with WCP with an object to force or require CMC, McCarthy, and any other persons to cease doing business with WCP or engaging in any like or related conduct.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
   (a) Within 14 days after serve by the Region, post at its office and union hall in San Diego, California, copies of the attached notice marked "Appendix."[32] Copies of the notice, on forms provided by the Regional Director for Region 21, after being signed by Local 229's authorized representative, shall be posted by Local 229 immediately upon receipt and maintained by 60 consecutive days in conspicuous places including all places where notice to members are customarily posted. Reasonable steps shall be taken by Local 229 to ensure that the notices are not altered, defaced, or covered by any other material.
   (b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Local 229 has taken to comply.

[32] If this 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."

Dated Washington, D.C. May 4, 2017

Mary Miller Cracraft
Administrative Law Judge

APPENDIX A

NOTICE TO EMPLOYEES AND MEMBERS

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

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

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

WE WILL NOT text, phone, distribute flyers, or speak to employees of Commercial Metals Company d/b/a CMC Rebar in order to induce or encourage them to strike or refuse to perform work for their employer in support of our labor dispute and the labor dispute of Operating Engineers Local 12 with Western Concrete Pumping.

WE WILL NOT in any like or related manner induce or encourage employees to strike or refuse to perform work for their employer with an object to force or require neutral employers to cease doing business with WCP.

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS, LOCAL 229, AFL-CIO

(Labor Organization)

Dated _____ by _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

888 South Figueroa Street, 9th Floor, Los Angeles, CA 90017-5449
(213) 894-5200, Hours: 8:30 a.m. to 5 p.m.11500

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/21-CC-183510 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

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 ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (310) 235-7424