

**Construction, Production & Maintenance Laborers' Local Union No. 383, Laborers' International Union of North America, AFL-CIO and Hensel Phelps Construction Company. Case 28-CC-743**

24 October 1983

**DECISION AND ORDER**

**BY CHAIRMAN DOTSON AND MEMBERS  
ZIMMERMAN AND HUNTER**

On 25 February 1983 Administrative Law Judge George Christensen issued the attached decision. The Respondent filed exceptions and a supporting brief, the Employer filed an answering brief, and the General Counsel filed cross-exceptions and a brief in support of the judge's decision.

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

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions, but not his recommended Order.<sup>2</sup>

We have modified the judge's proposed notice to conform with this Order.

**ORDER**

The National Labor Relations Board hereby orders that the Respondent, Construction, Production & Maintenance Laborers' Local Union No. 383, Laborers' International Union of North America, AFL-CIO, Phoenix, Arizona, its officers, agents, and representatives, shall

**1. Cease and desist from**

(a) Inducing or encouraging any individual employed by Buck Brown Contracting, BEC Electric, Brown Olds Corporation, Cochran Painting Company, Johnson Controls Company, 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 employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services where an object thereof is to force or require said persons, or any other person, to cease using, selling, handling, transporting, or otherwise dealing in the products

<sup>1</sup> The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

<sup>2</sup> In lieu of the judge's recommended Order, we will issue an Order which reflects more precisely the language traditionally used in remedying the violations found herein.

of, or to cease doing business with, Hensel Phelps Construction Company.

(b) Threatening, coercing, or restraining Buck Brown Contracting, BEC Electric, Brown Olds Corporation, Cochran Painting Company, Johnson Controls Company, or any other person engaged in commerce or in an industry affecting commerce, where an object thereof is to force or require said persons to cease using, selling, handling, transporting, or otherwise dealing in the products of, or to cease doing business with, Hensel Phelps Construction Company.

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

(a) Post at its business office and meeting halls copies of the attached notice marked "Appendix."<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 28, shall be signed by an authorized representative of Laborers' Local 383 and posted immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by Laborers' Local 383 to ensure the notices are not defaced, altered, or covered by other material.

(b) Sign and return to said Regional Director sufficient copies of the attached notice marked "Appendix" for posting by Buck Brown Contracting, BEC Electric, Brown Olds Corporation, Cochran Painting Company, and Johnson Controls Company, if willing, in conspicuous places, including all places where notices to their employees are customarily posted.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

<sup>3</sup> 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."

**APPENDIX**

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

**WE WILL NOT** induce or encourage any individual employed by Buck Brown Contracting, BEC Electric, Brown Olds Corporation, Cochran Painting Company, Johnson Controls Company, 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 employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services where an object thereof is to force or require said persons, or any other person, to cease using, selling, handling, transporting, or otherwise dealing in the products of, or to cease doing business with, Hensel Phelps Construction Company.

WE WILL NOT threaten, coerce, or restrain Buck Brown Contracting, BEC Electric, Brown Olds Corporation, Cochran Painting Company, Johnson Controls Company, or any other person engaged in commerce or in an industry affecting commerce, where an object thereof is to force or require said persons to cease using, selling, handling, transporting, or otherwise dealing in the products of, or to cease doing business with, Hensel Phelps Construction Company.

CONSTRUCTION, PRODUCTION &  
MAINTENANCE LABORERS' LOCAL  
UNION NO. 383, LABORERS' INTER-  
NATIONAL UNION OF NORTH AMER-  
ICA, AFL-CIO

#### DECISION

##### STATEMENT OF THE CASE

GEORGE CHRISTENSEN, Administrative Law Judge: On September 2, 1982,<sup>1</sup> I conducted a hearing at Phoenix, Arizona, to try issues raised by a complaint issued on August 6<sup>2</sup> based on a charge filed by Hensel Phelps Construction Company (HP) alleging Laborers Local 383, in the course of a primary labor dispute between HP and Local 383 over the rates of pay, wages, etc. of HP's employees represented by Local 383, violated Section 8(b)(4)(i) and (ii)(B) of the National Labor Relations Act, by picketing an HP jobsite at a point remote from the jobsite which was the only access route thereto rather than a gate near the jobsite reserved by HP for the exclusive use of its employees, with an object of enmeshing neutral employers and employees at the jobsite in the dispute.

Local 383, in its answer to the complaint, denies those sections of the complaint alleging: (1) HP was the general construction contractor at the jobsite; (2) Buck Brown Contracting (BB), BEC Electric (BE), Brown-Olds Corporation (BO), Cochran Painting Company (CP), and Johnson Controls Company (JC) were employed by HP as subcontractors at the jobsite (though admitting it had no dispute with those employers); (3) HP established a gate at the jobsite marked for the exclusive use of HP employees and another gate marked for the exclusive use of HP's subcontractors, their employees, suppliers, and deliverymen, when entering and leaving the jobsite; (4) Local 383 had any notice or knowledge of the existence

of those gates prior to picketing the jobsite; (5) Local 383 picketed the jobsite; (6) any pickets at the jobsite were its agents; (7) any Local 383 picketing encouraged any employees of any of HP's subcontractors at the jobsite to refuse to report for work at the jobsite; (8) due to such refusal, any of HP's subcontractors were forced to cease performing on their contracts with HP; (9) an object of the picketing was to accomplish that result; and (10) it violated the Act. In its brief, Local 383 contends it did not violate the Act, in any event, because the HP employee gate was not also reserved for HP's suppliers and deliverymen; the gate locations were under the exclusive control of HP and were placed by HP where they neither were close nor readily accessible to the jobsite; the employees of HP, its subcontractors, their suppliers, and deliverymen commonly utilized a more convenient means of access to the jobsite than the reserved gates to reach the jobsite from their vehicles and return thereto (a private, paved road which led to the jobsite); in view of these factors, Local 383 was lawfully entitled to place its pickets where it did.

The issues created by the above are whether: (a) HP was the general contractor at the jobsite; (b) BB, BE, BO, CP, and JC were employed by HP as subcontractors at the jobsite; (c) HP reserved gates for entry to and exit from the jobsite and, if so, for whom; (d) HP had exclusive control over the location of any such reserved gates; (e) any such reserved gates were close and accessible to the jobsite; (f) persons employed at the jobsite utilized such reserved gates or other means for entry to and exit from the jobsite; (g) Local 383 was aware of the existence of such gates and the entry and exit practices of persons to and from the jobsite subsequent to the establishment of such gates and prior to any picketing activity attributed to Local 383; (h) agents of Local 383 picketed the HP job at a location other than alleged gate reserved for HP employees; (i) such picketing encouraged any employees of any of HP's subcontractors to refuse to report for work at the jobsite; (j) such refusal forced the subcontractor or subcontractors affected thereby to cease performance on its contract or their contracts with HP; (k) an object of such picketing was to accomplish that result; and (l) Local 383 violated the Act.

The parties appeared by counsel at the hearing and were afforded full opportunity to adduce evidence, examine and cross-examine witnesses, argue, and file briefs. Briefs were filed by the General Counsel, HP, and Local 383.

Based on my review of the entire record, observation of the witnesses, perusal of the briefs, and research, I enter the following

#### FINDINGS OF FACT

##### I. JURISDICTION AND LABOR ORGANIZATION

The complaint alleges, the answer admits, and I find at all material times HP was an employer engaged in commerce in a business affecting commerce and Local 383 was a labor organization within the meaning of Section 2(5) of the Act.

<sup>1</sup> Read 1982 after further date references omitting the year.

<sup>2</sup> As amended at the outset of the hearing.

## II. THE ALLEGED UNFAIR LABOR PRACTICES

### A. *Facts*<sup>3</sup>

In 1980 HP entered into a contract with the city of Flagstaff, Arizona, to act as the general contractor in accomplishing the renovation of an existing waste treatment facility owned and operated by the city, plus the construction of a new facility adjacent to the existing one. The contract was valued at approximately \$21 million. Work on the job, identified as the Wildcat Hill Waste Water Project (Project), began in May 1980 and was scheduled for completion in late 1982. HP utilized approximately 25 of its own employees classified as carpenters, millwrights, cement finishers, ironworkers, and laborers and a number of subcontractors, including BB (paving), BE (electrical), BO (mechanical), JC (instruments and controls), and CP (painting and coatings) to complete its work on the contract. With one exception (the landscaping contractor) HP employees and the subcontractor employees at the jobsite were represented by various building and construction trades unions.

All persons employed at the Project (including, by 1982, city employees working at the partially completed new facility) normally reached the project by private vehicle, leaving Route 66 at El Paso Road, the only public access road toward the Project, then either turning east off El Paso Road shortly after the turnoff from Route 66 onto a paved, private road leading to the Project or continuing further north to El Paso Road to a private, unpaved road and turning east on that road toward the Project. Anyone continuing north beyond the second turnoff reached a dead end at facilities owned by an industrial facility. The private, unpaved road was rarely utilized by the employees of HP and its subcontractors. As one proceeded east on the private, paved road, a chain link fence paralleled that road for a short distance, to where the road veered northeast. The fence continued on in a straight line past that point, to a point where it was joined by a chain link fence running north toward the paved road, ending next to an office trailer HP had placed alongside the paved road. There was a small pedestrian gate just south of the HP trailer in the north-south fence and a double gate, large enough to permit truck entry, a short distance further south in the north-south fence. Persons entering or leaving the Project, including the employees of HP and its subcontractors, normally turned east off El Paso Road onto the private, paved road, parked their autos outside the north-south fence, and walked over to the private, paved road and east on it to the jobsite (the private, paved road continued on past the HP office trailer to the facilities where work was in progress), retracing that route on leaving at the end of the workday.

Prior to May 31 the rates of pay, wages, hours, and working conditions of HP's employees in the classifications set out above were set forth in a collective-bargaining agreement negotiated on behalf of HP and other construction contractors by the state branch of the Associat-

ed General Contractors (AGC) with the local building and construction trades council (Council) as representative of the local construction unions which represented HP's employees, including Local 383. Following the May 31 expiration of that agreement, the subsequent negotiations between AGC and the Council failed to result in a successor agreement to and including the date of the hearing in this case.

Learning in early July some of the local construction unions were picketing several jobs in the State, on July 8 HP reserved the drive-in gate in the north-south fence for the use of its employees in walking to and from their autos and the jobsite and the pedestrian gate for similar use by its subcontractors and their employees, posting a large sign on the former reading: "This entrance is reserved for the employees of Hensel Phelps Construction Company" and a smaller sign on the latter reading: "This entrance is reserved for all subcontractors, their employees, suppliers and deliverymen, including the following: Cochran Painting—Brown Olds Corporation—BEC Electric—Johnson Controls—Northern Placers/Erectors—Reppel Steel." A sign similar to the latter sign was erected alongside the unpaved, private road.

The Carpenters Union placed pickets at the drive-in gate marked for the use of HP's employees between July 12-20. All of HP's employees, including the laborers represented by Local 383, ceased work during the period the Carpenters Union pickets were present at that gate. HP's employees, including the laborers, resumed work when the Carpenters Union removed its pickets.

On July 12 HP sent telegrams to the construction unions which represented its employees, including Local 383, notifying those organizations it had reserved a gate for the use of its employees in entering and leaving the jobsite, including its laborers represented by Local 383, stating any picketing by Local 383 or any other union should be confined to that gate and advising that picketing elsewhere would be considered unlawful.

Subsequent to the posting of the signs and dispatch of the telegrams, many city employees, HP employees (including its laborers), employees of HP's subcontractors, visitors, and the employees of both HP's and its subcontractors' suppliers and deliverymen continued their previous practice of parking their vehicles outside the north-south fence and walking up the paved, private road to the renovated plant and the site of the new plant rather than utilizing the gates on entering and leaving the Project, since the former was a more convenient route to and from the jobsite than the latter.

Local 383 Business Representative Raymond Montoya visited the Project on July 8 and 26 to confer with HP officials at the HP trailer; he also drove out to the Project between July 12-20 for a conference, while the Carpenters Union was picketing the drive-in gates; on seeing the pickets, he turned his car around and left.

On August 2 about 6 a.m., Montoya placed pickets at the intersection of El Paso Road and the paved, private road carrying signs reading: "Local 383 on strike against Hensel Phelps Construction Co., no contract." As laborers employed by HP and represented by Local 383 arrived at the site, they joined the picketing. The picket lo-

<sup>3</sup> The following factual findings are based on uncontradicted testimony and documentary evidence which was not seriously disputed by Local 383 (despite its denial of most of the material allegations of the complaint).

cation and signs were manned by Local 383 pickets on August 2 and 3. Either during the afternoon or August 3 or the morning of August 4, Montoya moved the pickets to the large drive-in gate marked for the use of HP's employees (following the August 3 filing of HP's charge which gave rise to this proceeding). During the period Local 383 picketed at the road intersection, job superintendents employed by BE, BO, and CP advised HP they were unable to perform work they were scheduled for on August 2 and 3 because their construction union-represented work crews were unable to come into the Project without crossing Local 383's picket line. The employees of the subcontractors in question resumed work after Local 383 relocated its pickets. HP's employees represented by the construction unions failed or refused to report for work from the inception of Local 383's picketing activities. The employees of the one nonunion subcontractor (a landscaper) worked throughout the time the construction unions picketed the jobsite, both between July 12-20 and August 2-4.

#### B. Concluding Findings

On the basis of the foregoing factual recitation, I find and conclude:

1. At pertinent times HP was the general contractor at the Project.

2. At pertinent times BB, BEC, BO, CP, and JC were employed by HP as subcontractors at the Project.

3. At pertinent times the employees of BB, BEC, BO, CP, and JC were members of and represented by construction unions affiliated with the same area Council with which Local 383 was affiliated.

4. At pertinent times all persons employed at the Project normally drove their personal vehicles between their homes and the Project on reporting to and leaving the Project.

5. From and after July 8 HP reserved a gate in the link fencing opposite the lot where employees working at the Project normally parked their vehicles for the exclusive use of HP's employees when walking between their vehicles and the situs of their work at the Project.

6. From and after July 8 HP reserved another gate in the link fencing opposite the same parking lot for the exclusive use of subcontractor employees when walking between their vehicles and the situs of the work at the Project.

7. From and after July 8 HP reserved or limited the use of the unpaved, private road between El Paso Road and the Project to subcontractor employees and employees of their suppliers and deliverymen.

8. Local 383 was aware of the existence of the gates and their purpose prior to August 2.<sup>4</sup>

<sup>4</sup> I base this finding and conclusion on Local 383's receipt of the July 12 HP telegram advising Local 383 and other construction unions which represented HP employees at the Project of the establishment of the reserved gates and requesting those unions to confine their picketing to the HP gate; Montoya's admitted visitation of the Project on July 26, when the posted signs were clearly visible and which followed his receipt of the July 12 telegram; and Montoya's observation of the Carpenters Union picketing between July 12-20 limited to the HP gate, as requested by HP in its telegram to Local 383, the Carpenters Union, and other unions which represented its employees at the Project (discrediting Montoya's testimony he did not see the posted signs as patently incredible).

9. Both prior and subsequent to July 8 HP employees and employees of its subcontractors, their suppliers, and deliverymen utilized the paved road leading from the parking lot when traveling on foot between their vehicles and the situs of their work.

10. HP's employees, including those represented by Local 383, failed or refused to report at the Project during the period the Carpenters Union picketed at the HP gate (between July 12-20).

11. Agents of Local 383 placed and manned a picket line at the intersection of El Paso Road and the private, paved road leading to the employee parking areas at the Project on August 2 and 3.<sup>5</sup>

12. Employees of HP's subcontractors who were also members of and represented by area construction unions affiliated along with Local 383 with the council, unable to drive their vehicles from El Paso Road to the employee parking area at the Project without crossing Local 383's picket line on August 2 and 3, failed or refused to report for work at the Project on work their employers were scheduled to perform on those dates, thereby preventing their employers from performing work for HP they were scheduled to perform on those dates.

13. Local 383 placed its pickets at El Paso Road rather than the HP gate in order to encourage employees of HP's subcontractors and their suppliers and deliverymen to refrain from performing any work at the Project; i.e., to enmesh those neutral employers and employees in the HP-Local 383 dispute.<sup>6</sup>

#### C. Analysis and Conclusions

The primary dispute was between HP, the general contractor, and Local 383. No dispute existed between Local 383 and any of the subcontractors employed at the

<sup>5</sup> Montoya, an admitted agent of Local 383, conceded that he placed the pickets at the intersection in question; laborers employed by HP who were members of Local 383 and represented by that organization testified that they joined the picketing on arriving at the picket location on August 2.

<sup>6</sup> It is clear the employees of HP and its subcontractors, on parking their autos at their usual location outside the north-south fence opposite the posted gates, would observe any pickets at the HP gate and have the option of honoring that picket line or reporting for work; during the time of the Carpenters Union picketing, this certainly was the case and resulted in HP's employees represented by the various construction unions' including Local 383, refusing to report while the picket sign was manned. By the same token, picketing at that location enabled employees of neutral employers (including the union-represented subcontractors) to report for work by simply proceeding from the employee parking area through the gate reserved for their use or by following the private, paved road to the jobsite, and enabled their employers to insist they so do. Local 383's business representatives, whom I have found were aware of the existence of the gates and the Carpenters Union's picketing threat, I further find were sufficiently sophisticated to know union-represented employees of the neutral subcontractors would have no excuse for not reporting for work if they could reach the employee parking area and proceed to the jobsite through the gate reserved for their use or up the road, but would have an excuse for not reporting if they could not reach the employee parking area on the sole public road accessible to the Project, i.e., El Paso Road, without crossing a picket line on that road prior or at its intersection with the private, paved road leading to the Project. I therefore find and conclude Local 383 established its pickets at El Paso Road rather than the reserved HP gate on August 2 and 3 in order to shut down the job *completely* by encouraging all persons represented by construction unions employed at the Project to cease or fail to report to work.

Project. While there is no question Local 383 was legally entitled to picket HP in order to pressure HP into negotiating and executing a collective-bargaining agreement covering its members employed by HP, it had a duty to conduct its picketing "so as to have as little impact on neutral employers and employees as possible."<sup>7</sup>

Establishing standards for measuring whether a picketing union met that duty, in 1950 the Board ruled the secondary boycott provisions of the Act were violated unless: (1) the primary employer was present at the situs of the picketing; (2) the primary employer was engaged in his normal business at that situs; (3) the picketing was confined to places reasonably near that situs; and (4) the picketing clearly identified the primary employer with whom the picketing union had a dispute.<sup>8</sup> Those criteria have since been extended to common situs picketing disputes in the construction industry,<sup>9</sup> with the further caveat even satisfaction of all the criteria still fails to insulate the picketing when the evidence establishes the picketing union intended to involve secondary or neutral employers and employees in its primary dispute.<sup>10</sup>

I have entered findings here that Local 383 intended by placement of its pickets at El Paso Road to involve the neutrals employed at the Project, knowing placement of its pickets at the HP gate (as the Carpenters Union did) would permit those neutrals to report for work without crossing the Local 383 picket line (by driving their vehicles to the parking area and walking up the paved road or through the gate reserved for their use to the jobsite). Local 383's representatives also were sufficiently sophisticated to know placement of their pickets at the HP gate, while it could and would cause all of HP's employees to refuse to report for work without risk to their employee status (as occurred during the Carpenters Union picketing), a similar refusal by subcontractor employees could expose them to discharge or other discipline by their respective employers (since they could reach the jobsite without crossing the picket line, their employers could direct their report or risk discipline).

Having so found, I find by that knowingly enmeshing neutral employees and employers at the Project in its dispute with HP on August 2 and 3, Local 383 violated Section 8(b)(4)(i) and (ii)(B) of the Act.

I further find, in any event, Local 383 violated that section of the Act by failing to satisfy criteria (3) of the *Moore Dry Dock* formula set out above, i.e., by failing to confine its picketing to the HP gate. Local 383 was informed of the establishment of the HP gate prior to commencing its picket activities and requested to place any pickets there in the event it wished to advertise its dispute with HP at the Project; its representative was aware of the location of the gate; its representative was aware

another of the unions involved in the same contract dispute picketed that gate and that its members employed by HP, as well as the members of the other unions involved in that contract dispute with HP, stopped work as the result of that picketing; Local 383 therefore knew its placement of pickets at the HP gate would cause a similar result—a work stoppage by all HP employees represented by it and the other construction unions engaged in the contract dispute with HP; and yet it deliberately placed its pickets at another location where it would prevent employees of other employers at the Project from going into work without crossing its picket line.<sup>11</sup>

I find the contentions of Local 383 based on employee use of the paved road rather than the gates to walk between their vehicles and job situs irrelevant; Local 383 knew placement of its pickets at the HP gate would cause all HP employees to stop work, without regard to what route they traveled on foot between their vehicles and worksites. Of equal irrelevance and for the same reasons are Local 383's contentions its picketing was lawful because the HP gate posting did not list the gate as the entry point for HP's suppliers and deliverymen, that HP determined the gate locations, and that no proof was submitted that HP formally notified all its subcontractors of the existence and purpose of the respective gates.<sup>12</sup>

#### CONCLUSIONS OF LAW

1. At all pertinent times HP, BB, BE, BO, CP, and JC were employers engaged in commerce in a business affecting commerce within the meaning of Section 2 of the Act.
2. At all pertinent times Local 383 was a labor organization within the meaning of Section 2(5) of the Act.
3. At times pertinent HP was the general construction contractor at the Project and BB, BE, BO, CP, and JC were employed by HP as subcontractors at the Project.
4. At times pertinent HP and Local 383 were engaged in a primary labor dispute.
5. At times pertinent there was no dispute between BB, BE, BO, CP, and JC and Local 383.
6. Local 383 violated Section 8(b)(4)(i) and (ii)(B) of the Act by its August 2 and 3 deliberate placement of pickets at the public road access to the Project rather than the gate reserved by HP at the Project for that purpose with an object of inducing or encouraging employees of BB, BE, BO, CP, and JC to engage in a refusal to perform any services at the Project, thereby forcing or requiring BB, BE, BO, CP, and JC to cease doing business with HP.
7. The aforesaid unfair labor practice affected commerce as defined in the Act.

<sup>7</sup> *Teamsters Local 126 (Ready Mixed Concrete)*, 200 NLRB 253, 256 (1972).

<sup>8</sup> *Sailors Union (Moore Dry Dock Co.)*, 92 NLRB 547 (1950).

<sup>9</sup> *New Orleans Building Trades Council (Markwell & Hartz)*, 155 NLRB 319 (1965), enfd. 387 F.2d 79 (5th Cir. 1967), cert. denied 391 U.S. 914 (1968).

<sup>10</sup> *Laborers Local 1140 (Economy Forms Corp.)*, 126 NLRB 488 (1960), enfd. as modified 285 F.2d 394 (8th Cir. 1960), cert. denied 366 U.S. 903 (1961); *Nashville Building Trades Council (H. F. Collins)*, 172 NLRB 1138 (1968), enfd. 425 F.2d 385 (6th Cir. 1970); *Nashville Building Trades Council (Markwell & Hartz)*, 164 NLRB 280 (1967), enfd. 387 F.2d 562 (6th Cir. 1967).

<sup>11</sup> Cf. *Electrical Workers IBEW Local 903 (Hinton Commercial Contractors)*, 230 NLRB 1017 (1977), enfd. 574 F.2d 1302 (5th Cir. 1978); *Electrical Workers IBEW Local 332 (Lockheed Missiles)*, 241 NLRB 674 (1979); *Retail Clerks Local 1017 (Crystal Palace Market)*, 116 NLRB 856 (1956), enfd. 249 F.2d 591 (9th Cir. 1957).

<sup>12</sup> Cf. *Ironworkers Local 433 (Robert McKee, Inc.)*, 233 NLRB 283 (1977), enfd. 598 F.2d 1154 (9th Cir. 1979); *Electrical Workers IBEW Local 369 (Garst-Receveur)*, 229 NLRB 68 (1977).

**THE REMEDY**

**Having found Local 383 engaged in an unfair labor practice, I recommend it be ordered to cease and desist**

**therefrom and take certain affirmative action designed to effectuate the purposes of the Act.**

**[Recommended Order omitted from publication.]**