

**United Association of Journeymen and Apprentices  
of the Plumbing and Pipefitting Industry of the  
United States and Canada, Local Union 521,  
AFL-CIO (Huntington Plumbing, Heating &  
Cooling Contractors Association) and Joseph  
Uel Bowden. Case 9-CB-7391**

January 9, 1991

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS  
CRACRAFT AND DEVANEY

On February 14, 1990, Administrative Law Judge Richard H. Beddow Jr. issued the attached decision. The Respondent filed exceptions and a supporting brief and the Charging Party filed an answering brief.

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<sup>2</sup> and to adopt the recommended Order.

<sup>1</sup>We note that at sec. II, par. 3, of the judge's decision, the fourth sentence should refer to 1988.

<sup>2</sup>In adopting the judge's conclusion that the Respondent has had a practice of discriminating against users of its hiring hall who are neither officers of the Respondent nor relatives of the Respondent's business agent or assistant business agent, we do not rely on his finding that the Respondent's referrals of Ralph E. Mullins, a member of the Respondent's executive board, were made without regard to the Respondent's hiring hall procedure. In this regard, the Respondent's hiring hall procedure, *inter alia*, requires that all persons referred to a job have signed the out-of-work list and provides that when an employee accepts an assignment and works 10 days or more, his name will be removed from the list and he must, on termination of his employment, reregister. Both Mullins and Paul Prince testified regarding Mullins' referrals. According to Mullins' testimony, he worked for Huntington Piping at the AKZO plant from October 10, 1988, to March 10, 1989. On March 21, 1989, he signed the out-of-work list. Mullins was employed by Ross Brothers at the B.A.S.F. plant from May 3 to 10, a period of less than 10 days. He was subsequently unemployed for a period of time following which he began working at the Veterans Administration hospital. According to Paul Prince, Mullins had worked for Huntington Piping before going to work at the Veterans Administration hospital. We note that Prince's testimony is consistent with Mullins' testimony in relevant part and that, as Mullins signed the out-of-work list before his referral to Ross Brothers, and as his employment at Ross Brothers lasted less than 10 days, thus not triggering the requirement that he sign the out-of-work list before again being referred, we do not find the Respondent's referrals of Mullins to have been inconsistent with its hiring hall procedure.

Also, in adopting the judge's conclusion that the Respondent operated its hiring hall in an unlawful manner, we find it unnecessary to pass on the question of whether the Respondent's assignment of Allen Frye to the VA hospital job in May 1989 was improper. The judge did not expressly resolve the conflict in the testimonies of Frye and the Respondent's business manager, Paul Prince, about whether Frye was assigned to the VA job directly and consecutively from the Aristech job, with no interruption in his employment (Prince's testimony, expressly referred to by the judge), or whether he was assigned to the VA job from the out-of-work book, at a time when he was in fact not working (Frye's testimony, not referred to by the judge). Even if it were ultimately established that Frye's particular assignment was proper, we would nevertheless continue to find, based on the weight of the totality of the other record evidence of improper hiring hall assignments, that the Respondent operated its hiring hall in a discriminatory manner, as alleged in the complaint.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 521, AFL-CIO, its officers, agents, and representatives, shall take the action set forth in the Order.

*James E. Horner, Esq.*, for the General Counsel.  
*Lafe C. Chafin, Esq.*, and *Raymond Hampton, Esq.*, of Huntington, West Virginia, for the Respondent.

DECISION

STATEMENT OF THE CASE

RICHARD H. BEDDOW JR., Administrative Law Judge. This matter was heard in Huntington, West Virginia, on November 29, 1989. Subsequently, briefs were filed by both parties. The proceeding is based on a charge filed August 10, 1989,<sup>1</sup> as amended by Joseph Uel Bowden, an individual. The Regional Director's complaint dated October 3, 1989, alleges that Respondent United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union 521, AFL-CIO (Huntington Plumbing, Heating & Cooling Contractors Association) of Huntington, West Virginia, violated Section 8(b)(1)(A) and (2) of the National Labor Relations Act by improperly conducting its hiring hall referral practices and causing employers to discriminate against employees.

On a review of the entire record in this case and from my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent Union is a labor organization within the meaning of Section 2(5) of the Act and it has had a long collective-bargaining history with the Huntington, Plumbing, Heating & Cooling Contractors Association and it is admitted that association members in the last 12 months engaged in construction projects in the Huntington, West Virginia area and purchased and received goods and materials valued in excess of \$50,000 directly from points outside of West Virginia, and I find that the circumstances meet the Board's jurisdictional standards and it effectuates the policy of the Act to exercise jurisdiction in a case of this nature.

II. THE ALLEGED UNFAIR LABOR PRACTICES

The Union has operated a hiring hall under the labor agreement with the Employers Association for many years. This agreement requires that the Union be the source of referrals of employees to employment upon request of the contractor. Respondent maintains a hiring hall procedure<sup>2</sup> which

<sup>1</sup>All following dates will be in 1989 unless otherwise indicated.

<sup>2</sup>The posted procedure provides as follows:

*Continued*

includes a provision requiring the filling of an application which describes ones qualification and also provided for the registration and listing of applicants in an out-of-work list.

Joseph Bowden, the Charging Party, has been a member of the Respondent Union since 1962. Bowden worked out of the Local jurisdiction in Florida from 1981 through 1983. In 1985, Bowden's employment consisted of work in both Florida and West Virginia (the West Virginia work was for the Daugherty Company on the State Hospital from May 20 to September 13). Bowden also had 19 days of work in 1985 out of the jurisdiction in Manchester and in 1986 returned to Florida.

In January 1988, Bowden received a letter from the Respondent at his Florida address informing him that if he was interested in work, he must return to the Huntington area. Bowden returned, and on February 1, 1988, was referred out. He signed the union out-of-work list in August 1988 and again on July 29, 1989. His longest referral in 1989 was for 37 days and his total worktime was 81 days. In 1989 he worked a total of 24 days, the longest period being 18 days between July 5 and 28. In July he went to Business Manager Paul Prince to complain about the work situation and sought to obtain more work, especially on a particular large job at the Veterans Administration Hospital. He specifically asked Prince why people were going from job to job without going through the hiring hall procedure. Prince told him that some were called by name and some were designated as foreman

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For the hiring system to provide Equal Opportunity For All, Complete Cooperation and strict adherence To Established Rules Must Be Adhered To By all concerned.

If you desire to register for work, you may do so by personally appearing at the Union Office and filling out the application provided. You are required to give complete information as to your qualifications and other pertinent information as required on such application. Your application will remain in effect until you are referred to work. Upon re-registering you will be required to reapply in person on or before the last day of each month in order to retain your position on the list.

1. In order for you to be eligible for work assignment you must provide the Local Union on the application form with a telephone number where you may be reached. In the event work becomes available and you cannot be reached by phone, you will be passed over and the next individual on the list possessing the necessary qualifications will be referred.

2. You will be called for work according to the qualifications furnished by you, provided you are next on the list in your respective group and possess the necessary qualifications.

3. If you refuse to accept two (2) such work assignments, you will be disqualified for further calls until such time as you re-register, at which time you will be placed on the bottom of the list.

4. When you accept an assignment and work ten (10) or more days your name will be removed from the list and you must, upon the termination of your employment, re-register. Should you voluntarily terminate your employment, or be fired for just cause, prior to having worked ten (10) days, you must re-register and will be placed at the bottom of the appropriate list.

5. At times requests are made by employers for emergency help or upon short notice. In such events, if the contact point is such a distance from your residence that you could not reasonably be expected to fulfill the request, then you will be passed over and maintain your place on the list.

6. It is your obligation to notify the Local Union in the event you find employment. Should you fail to do so, and the Local Union determines that you are in fact employed, then your name will be removed from the list and you will not be referred again until such time as you re-register and in that order of such re-registration.

7. An employer shall have the right to recall by name individuals who have worked for such employer within the jurisdiction of Local Union No. 521 within thirty (30) days immediately prior to such recall.

8. The business manager has the authority to select the general foreman and the steward for each job regardless of their position on the list.

or steward. When Bowden asked why he had not been considered for the latter jobs, Prince replied there was no particular reason and that "who knows, you may be sent out as either one." During the conversation Prince made no statement indicating that he considered Bowden to lack qualifications for any particular referrals or assignment as foreman or steward. Bowden testified that his application stated he had been a welder, pipe fitter, instrument fitter, refrigeration mechanic, and plumber, and knew blueprint reading and drafting.

Paul Prince has been Respondent's business manager since 1966. His predecessor was Joe Frye. The latter's son, Robert Frye, is assistant business manager. Both work exclusively for the Union and do not work at the trade. At the present time most of the officers of Respondent come from either the Prince family or the Frye family. Local officers Terry Prince, vice president, and Gene Brickey, executive board member are both sons of Paul Prince. Another son, Gary Prince, is a member. Allen Frye, recording secretary, and Thomas Frye, executive board member, are Robert Frye's brothers.

Paul Prince testified that, "All persons have received a letter from our union hall that they must come in and sign the book. Then after they are laid off they are supposed to come back and sign again." As indicated above, the specific provisions of the letter are set forth in footnote 2.

The last time Thomas Frye, brother of Robert, signed the book was February 10, 1988. In April or May 1989, Frye was appointed by Respondent as general foreman for the Veterans Administration hospital job. Frye was extremely confused about when he worked where, however, it appears that he was referred as a general foreman for a lengthy job at the International Nickel plant during 1987 and 1988 which he apparently left at some unknown date when he became ill for a period of time. He also worked for 3 weeks in 1988 for Union Boiler, without appointment as either foreman or steward. A letter dated August 8, 1988,<sup>3</sup> from Union Boiler requests Thomas Frye by name.

Allen Frye, another brother of the assistant business manager, last signed the out-of-work book was February 8, 1988. He was also placed on the Veterans Administration job on May 16, 1989. He had been working for Early Construction Company at the Aristech plant in Neal, West Virginia, as the union steward there when Paul Prince "took him off of that job, when the V.A. started," and appointed Frye as the union steward. Frye transferred from the Aristech plant to the hospital job without missing a day of work.<sup>4</sup>

When Allen Frye left his job at Aristech on May 16, Paul Prince's son, Gary Prince, was appointed to the vacant union steward's position.

Gary Prince last signed the out-of-work book on December 30, 1988. Until he started a job at St. Mary's Hospital in Huntington, in early November, he had been unemployed since July 1989, and Paul Prince testified that his son,

<sup>3</sup> Respondent's files contain 15 letter-requests from Union Boiler for specific employees. Four such requests were undated. All requests were for either Job No. 2578 Huntington or No. 2519 Asland Chemical and were on otherwise identical typed or preprinted forms and signed by the same individual (five forms spaced a particular sentence on 3 lines rather than 2). All dates and all names of individuals, however, are hand printed.

<sup>4</sup> Allen Frye testified that he was injured and was receiving workmen's compensation from July 10, 1987, to October 1988. Frye conceded that at the time he signed the book in February 1988, he was not available for work, but signed the book at the time as a "precaution."

“should have signed” the out-of-work book before going onto the St. Mary’s Hospital job.

Gene Brickey (another son of Paul Prince) first signed the out-of-work book on January 3, 1989. The list was first started in 1987, however, despite not being on the list it appears that Brickey was referred to worked for the Stewart-McMunn Company at the St. Mary’s Hospital job from January 11 to December 30, 1988.

James Ferguson holds office as president of Respondent. Ferguson testified that he signed the book on October 6, 1988, but not again until July 17, 1989. In between that period, Ferguson testified that he worked January 7 to 9, for Union Boiler; March 2 to 3, for Early Construction; March 8 to 10, for Ferguson Brothers (when he was a foreman); May 19 to June 19 for Ross Brothers’ June 20 to July 14, for Early Construction; July 24 to September 27, at the Veterans Administration hospital; and October 30 to November 17, for Union Boiler. For some unexplained reason, Ferguson signed the book on November 8, 1989, during the period he testified that he was working for Union Boiler.

Ralph E. Mullins is an executive board member. He was sent by Respondent on July 12 to the Veterans Administration Hospital job. Mullins had signed the book on March 21, 1989. Paul Prince testified that Mullins had worked for Huntington Piping before going to work at the Veterans Administration hospital job. However Mullins testified that before going to work at the hospital he was unemployed and that his previous employer had been Ross Brothers at the B.A.S.F. plant in Huntington, where he had worked from May 3 to May 10. Before that, he had worked for Huntington Piping at the AKZO plant from October 10, 1988, to March 10, 1989.

### III. DISCUSSION

It is well established that where an exclusive hiring hall is operated by a union in a subjective manner or without the use of objective criteria for the referral of employees, a violation of Section 8(b)(1)(A) and (2) occurs, see *Ohio Valley Carpenters Union*, 267 NLRB 1223 (1983), and *Operating Engineers Local 450*, 267 NLRB 775 (1983).

Here, the General Counsel has shown that since June 18, 1987, when the Respondent Union put its hiring hall procedures into effect, it has referred persons who were union officers, relatives of the Union’s business manager and assistant business manager, or both, to jobs without regard to the hiring hall procedures, and without adherence to any requirement that such persons have signed and appear on the out-of-work list, at times when other persons are listed and have not been referred to employment.

Here, the record shows that the Union established specific hiring hall procedures which assert that “Strict Adherence to Established Rules must be Adhered to by All Concerned,” and which also specifically states that upon employment (and work for 10 days or more) a name is removed from the list and reregistration must take place and referral will not take place again “until such time as you re-register and in the order of such re-registration.” Despite these requirements, the record shows that Gary Prince, Gene Brickey, Thomas Frye, and Allen Frye (all sons or brothers, respectively, of the business manager and assistant business manager) and James Ferguson and Ralph Mullins (both officers of the Union) were referred to work at various and numerous times

when they had not complied with the registration requirements.

Respondent’s principal defense appears to be a reliance on the existence of a practice whereby employers may request specific employees by name and on a provision which allows the business manager to select the general foreman and steward for each job, “regardless of their position on the list.”

Turning first to the latter defense, it appears that most, but not all, of the jobs given to the officers and relatives named above were in the category of general foreman or steward. This, however, begs the question as the appointment authority vested in the business manager presuppose their position on the list. Here, the Respondent has failed to refute the General Counsel’s showing that these individuals had no effective position on the list when referrals or appointments were made and I find that it is shown that Respondent repeatedly has made job referrals and appointments that are not consistent with the objective criteria of its established hiring hall procedure.

The Respondent and its officers go to some length to emphasize the special qualifications necessary for foreman (read blueprints and be knowledgeable in all aspect of the trade and work assignment and jurisdiction) and steward (a qualified journeyman and knows the work and the contract), and to belittle the qualifications and experience of the Charging Party. There is no showing, however, that Bowden would not be qualified for selection to these positions at many jobs and I find that the testimony of the business manager and assistant business manager in this general respect is gratuitous and tends to indicate the pretextual nature of Respondent’s assertions. In view of the demonstrated close family and office-holding relationships, I find that this pretextual reliance on its asserted right to make these appointments, while ignoring the requirements that the appointments must come from names properly on the list, supports the inferences that the selections or appointments were made discriminatorily rather than objectively and were based on the invalid subjective criteria of their close family or union office relationship.

The Respondent placed on the record what appears to be copies of all written requests from employers for specific employees made since June 1987, when the practice of requiring written rather than oral request was established as part of the current hiring hall arrangement. Otherwise, however, there is no showing of any correlation between the dates of these request and the referrals to relatives and union officials whose names were not timely registered on the out-of-work list, as otherwise noted above. My review of the exhibit did show a written request for Thomas Frye from employer Union Boiler dated August 8, 1988, but there is no correlation between this and the date February 10, 1988, when Frye last signed the list. Moreover, it appears from his review of tax records and his recollection of an illness that he worked for International Nickel for a significant period of time that would indicate he was so employed either before or after (or both) the Union Boiler job. As indicated above, the nature of the Union Boiler written referrals demonstrate a fill-in-the-blank form where name requests are hand printed in, rather than typed, and dates are also hand written or omitted. Accordingly, I find that such documents are not shown to be reliable evidence of the dates of employment or of Respondent’s adherence to a practice of referring job applicant after receiving a written request from an employer.

The Respondent asserts that referral systems between an employer and union do not have to be reduced to writing, but may be established by evidence of oral agreement or of a course of conduct (citations omitted) and further argues that the record establishes a longstanding practice of employer's requesting specific employees by name. Here, the collective-bargaining agreement makes no mention of this practice, however, the Union has reduced its hiring hall procedures to writing and, in item 7 therein, provides that:

An employer shall have the right to recall by name individuals who have worked for such employer within the jurisdiction of Local Union No. 521 within thirty (30) days immediately prior to such recall.

Here, there is no testimony from any employer regarding the practice and, under these circumstances, I find that the written provisions of the hiring hall procedures are the most reliable and probative indication of such recall practices regardless of any testimony regarding possible oral agreements. For the most part, there are no indications on Respondent's out-of-work list when persons have been assertedly recalled nor (with a few exceptions in 1987) are there any entry showing when and where individuals are referred and there is no showing that the Respondent relied on recall request for any of the persons discussed above (except the possible recall of Thomas Frye to Union Boiler). Also, there is no showing that persons requested by name are persons named on the out-of-work list. Moreover, the most significant job opportunity for hiring hall referrals in 1989 has been the Veterans Administration hospital project. The record shows that this project is being built by a contractor from outside the jurisdiction who previously would not have had an opportunity to employ Huntington area workers.

Under these circumstances, I again conclude that Respondent's excuse for its deviation from its hiring hall procedures is so untenable as to again show it to be pretextual in nature.

As noted by the General Counsel, the Board has held that even assuming the absence of a specific discriminatory intent, a Respondent may be found to have violated Section 8(b)(1)(A) and (2) of the Act "in each case that it made referrals which did not comport with its establishing hiring hall procedures," and the Board has rejected the proposition that a union can rebut a prima facie case of unlawful referral simply by showing that its conduct was not specifically discriminatorily motivated, see *Electrical Workers IBEW Local 211 (Atlantic Division NECA)*, 280 NLRB 85, 87 (1986), *enfd.* 821 F.2d 206 (3d Cir. 1987).

Here, I conclude that the General Counsel has made a prima facie showing that Respondent has a practice of discriminating against users of its hiring hall who are not union officers of Respondent or relatives of the business agent or assistant business agent by failing to require this class of persons to register or reregister on the out-of-work list in accordance with established hiring hall procedures and by favoring officers and such relatives by selecting them ahead of persons properly listed in the out-of-work list. This showing has not been rebutted by relevant or reliable evidence and, accordingly, I find that the Respondent is shown to have violated Section 8(b)(1)(A) and (2) of the Act, as alleged.

#### CONCLUSIONS OF LAW

1. Respondent United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union 521, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.

2. Huntington Plumbing, Heating & Cooling Contractors' Association is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

3. Respondent and the Contractors' Association have a collective-bargaining agreement which provides for the operation of a hiring hall and it will effectuate the purposes of the Act to assert jurisdiction herein.

4. By failing and refusing to operate its exclusive hiring hall in an objective manner consistent with its collective-bargaining agreement with the Contractors' Association and by discriminatorily selecting and giving priority in referral over other applicants to individuals who are close relatives of Business Manager Paul Prince and Assistant Business Manager Robert Frye or union officials, or both, Respondent has engaged in unfair labor practices and has caused Contractors' Association employers to discriminate against employees in violation of Section 8(b)(1)(A) and (2) of the Act.

#### REMEDY

Having found that the Respondent Union has engaged in unfair labor practices in violation of the Act, it will be recommended that it be ordered to cease and desist therefrom and that it take certain affirmative action to effectuate the policies of the Act. Inasmuch as the amended complaint alleged violations since on or about February 10, 1989, this date will be the basis for computation of the make-whole remedy.

Having found that the Union discriminatorily selected for referral individual and thereafter gave said individuals priority in referral over others in violation of Section 8(b)(1)(A), I shall recommend that it make Joseph Uel Bowden and all referral applicants who are similarly situated whole for any loss of earnings suffered as a result of the discrimination against them by payment to them of sums of money equal to that which they normally would have earned until such time as Respondent Union ceases to give improper referral to union officers and relatives and reestablishes adherence to a nondiscriminatory system of referral based on objective criteria or standards; less net earnings during such period, backpay and interest thereon to be computed in the manner prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987),<sup>5</sup> and in a manner consistent with that discussed in *Iron Workers Local 373 (Building Contractors)*, 295 NLRB 648 (1989).

Inasmuch as the record shows a pattern of general disregard for the rights of hiring hall applicants or widespread unfair labor practices, I find it necessary to recommend issuance of a broad compliance order.

<sup>5</sup>Under *New Horizons*, interest is computed at the "short-term Federal rate" for the underpayment of taxes as set out in the 1986 amendment to 26 U.S.C. § 6621.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>6</sup>

#### ORDER

The Respondent, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union 521, AFL-CIO, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing and refusing to refer applicants for employment in accordance with the hiring hall practices and procedures set forth in its collective-bargaining agreement with the Huntington Plumbing, Heating & Cooling Contractors' Association.

(b) Discriminatorily selecting for referral individuals who are union officials and/or close family relations of Business Manager Paul Prince or Assistant Business Manager Robert Frye and giving said individuals priority in referral over other referral applicants in disregard of established and objective hiring hall procedures solely and exclusively because they are family relatives of members or union officers.

(c) In any other manner attempting to perpetuate the practice of basing priority of referral on family relationship or the holding of union office.

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

(a) Maintain and operate its exclusive job referral system in a nondiscriminatory manner based on objective criteria or standards without regard to family relationships or the holding of union office.

(b) Initiate and maintain a comprehensive recordkeeping system which will reflect when each applicant signs the out-of-work list and also reflects all available job opportunities and referrals which will fully disclose the basis on which each referral is made, and make such records available to job applicants to enable them to determine for themselves that their referral rights are protected and that referrals are made in a fair and impartial manner.

(c) Make whole Joseph Uel Bowden and all referral applicants who are similarly situated for any loss of earnings suffered as a result of the discrimination against them since February 10, 1989, by payment to them of sums of money equal to that which they normally would have earned as wages from the date of the discrimination against them, as limited by Section 10(b) of the Act, until such time as the Respondent Union properly refers them to employment in a nondiscriminatory manner pursuant to the lawful operation of a referral system based on objective criteria or standards, less net earnings during such period, backpay and interest thereon to be computed in the manner set forth in the remedy section of this decision.

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all hiring hall records, dispatch lists, referral cards, and other documents necessary to analyze and compute the amounts of backpay due under the terms of this Order.

(e) Post in its main office and hiring hall in Huntington, West Virginia, copies of the attached notice marked "Appen-

dix."<sup>7</sup> Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the Respondent authorized representative, shall be posted by Respondent immediately upon receipt and be maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

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

<sup>7</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

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail and refuse to refer applicants for employment in accordance with the established hiring hall practices and procedures.

WE WILL NOT discriminatorily select for referral individuals who are Union officials and/or close family relations of Business Manager Paul Prince or Assistant Business Manager Robert Frye and give said individuals priority in referrals over other referral applicants in disregard of established and objective hiring hall procedures solely and exclusively because they are family relatives of members or union officers.

WE WILL NOT, in any other manner, attempt to perpetuate the practice of basing priority of referral on family relationship or the holding of union office.

WE WILL maintain and operate our exclusive job referral system in a nondiscriminatory manner based on objective criteria or standards without regard to family relationships or the holding of union office.

WE WILL initiate and maintain a comprehensive recordkeeping system which will reflect when each applicant signs the out-of-work list and also reflects all available job opportunities and referrals which will fully disclose the basis on which each referral is made, and make such records available to job applicants to enable them to determine for themselves that their referral rights are protected and that referrals are made in a fair and impartial manner.

WE WILL make whole Joseph Uel Bowden and all similarly situated referral applicants for any loss of earnings suf-

<sup>6</sup>If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order, shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ferred as a result of the discrimination against them with interest.

UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA, LOCAL UNION 521, AFL-CIO