

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Local No. 27 of the Brotherhood of Painters, Decorators and Paperhangers of America [United States v. Hamilton Glass Company],, U.S. District Court, N.D. Illinois, 1958 Trade Cases ¶69,137, (Sept. 8, 1958)

United States v. Local No. 27 of the Brotherhood of Painters, Decorators and Paperhangers of America [United States v. Hamilton Glass Company],

1958 Trade Cases ¶69,137. U.S. District Court, N.D. Illinois, Eastern Division. Civil Action No. 57 C 432. Dated September 8, 1958. Case No. 1326 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Combinations and Conspiracies—Labor Unions—Consent Decree—Practices Enjoined —Restricting Use of Product.—A labor union was prohibited by a consent decree from (1) adopting any rule having the purpose or effect of hindering the manufacture, use or installation of pre-glazed products, (2) requiring any person to discontinue the installation or use of pre-glazed products, (3) requiring any person to stop work at any job site solely because pre-glazed products were used on such job, (4) withholding labor from any job on which pre-glazed products were used where, the glazing contractor had a contract with the union, (5) refusing to maintain a membership division for manufacturers of pre-glazed products, and (6) limiting to one the number of glazing contractors who could perform work on any one building at any one time. The union was also prohibited from entering into any agreement with any non-labor person or group to refuse to work on any job, or to refuse to install or use glazed products, for the reason that the glazed products were pre-glazed in a shop or factory in which the employees performing the glazing work were represented by a labor union affiliated with the AFL-CIO.

Combinations and Conspiracies—Labor Unions—Consent Decree—Practices Enjoined —Requiring Payment for Work Not Needed.—A labor union was prohibited by a consent decree from (1) requiring, inducing, or compelling any person to pay for glazing work which was not actually needed or which was performed on pre-glazed products, and (2) requiring, inducing, or compelling any person to have pre-glazed products reglazed. The union was also prohibited from entering into any agreement with any non-labor person or group to require payment for work not actually needed or to require reglazing of products which were pre-glazed in a shop or factory in which the employees performing the glazing work were represented by a labor union affiliated with the AFL-CIO.

Department of Justice Enforcement and Procedure—Consent Decrees—Permissive Provisions—Labor Unions—Agreements—Terms of Employment.—A consent decree which prohibited a labor union from engaging in various practices, including the restriction of the use of pre-glazed products and the requirement of payment for work not actually needed, provided that nothing contained therein should prevent the union from (1) seeking, or using lawful means to enforce, agreements with glazing contractors and others with respect to terms or conditions of employment, or (2) from entering into any contract requiring of glazing contractors that the glazing work the contractor agreed to do, on a particular job, be done job site.

For the plaintiff: Victor R. Hansen, Assistant Attorney General; and Charles L. Whittinghill, William D. Kilgore, Jr., Earl A. Jinkinson, Bertram M. Long, Harry H. Faris, Charles F. B. McAleer, and Dorothy M. Hunt, Attorneys, Department of Justice.

For the defendant: Lester Asher, Joseph E. Gubbins, and Leo Segall.

For a prior opinion of the U. S. District Court for the Northern District of Illinois, Eastern Division, see 1957 Trade Cases ¶ 68,837.

Final Judgment

[Consent Decree]

JULIUS J. HOFFMAN [*In full text*]: Plaintiff, United States of America, having filed its complaint herein on March 12, 1957; defendant having filed its answer to the complaint denying the material allegations thereof; and plaintiff and defendant by their attorneys having consented to the entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein and without this Final Judgment's constituting evidence or an admission in respect to any such issue;

Now, therefore, before any testimony has been taken herein, and without trial or adjudication of any issue of fact or law herein, and upon consent as aforesaid of each party hereto, it is hereby

Ordered, Adjudged and Decreed as follows:

Article I

[*Jurisdiction*]

The Court has jurisdiction of the subject matter of this action and of the parties hereto, and the complaint states a claim upon which relief can be granted against defendant under Section 1 of the Act of Congress dated July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

Article II

[*Definitions*]

(A) "Person" shall mean any individual, partnership, firm, corporation, or any other business or legal entity.

(B) "Local 27" shall mean the defendant Glaziers' Local No. 27 of the Brotherhood of Painters, Decorators and Paperhangers of America.

(C) "Glazing" shall mean the act, art or trade of installing flat glass or mirrors.

(D) "Pre-glazed sash" shall mean windows or doors glazed by members of an affiliate of the Brotherhood of Painters, Decorators and Paperhangers of America in factories or at any place other than at the construction job site.

(E) "Pre-glazed products" shall include such items as bathroom, medicine or kitchen cabinets, canisters, show cases, shower doors, shower enclosures, and other similar products, which are glazed by members of an affiliate of the Brotherhood of Painters, Decorators and Paperhangers of America in factories or at any place other than on the construction job site.

(F) "Open sash" shall mean window frames and doors which are constructed at the factories without having the flat glass installed therein.

(G) "Glazing contractor" shall mean any person engaged in entering into and performing contracts for the glazing of open sash and the installation thereof in buildings.

(H) "AFL-CIO" shall mean the American Federation of Labor-Congress of Industrial Organization.

Article III

[*Applicability*]

The provisions of this Final Judgment applicable to defendant Local 27 shall apply to such defendant, its officers, agents, servants, employees, members, successors, and assigns, and to those persons in active concert or participation with it who shall have received actual notice of this Final Judgment by personal service or otherwise.

Article IV

[*Restricting Use of Product*]

Defendant Local 27 is enjoined and restrained from:

- (A) Maintaining, adopting, adhering to or enforcing any rule or regulation having the purpose or effect of restricting, hindering, or preventing the manufacture, use or installation of pre-glazed sash or pre-glazed products by any person;
- (B) Requiring, inducing, or compelling any person to pay sums of money to any members of Local 27 or any other designated source for glazing work which is not actually needed or performed on pre-glazed sash or pre-glazed products;
- (C) Requiring, inducing, or compelling any person to have pre-glazed sash and pre-glazed products reglazed;
- (D) Requiring or coercing any person to discontinue the installation or use of pre-glazed sash or pre-glazed products;
- (E) Requiring any person to stop work at any job site solely because pre-glazed sash or pre-glazed products have been, are being, or will be installed or used upon such job;
- (F) Withholding labor from any job on which pre-glazed sash or pre-glazed products are used or to be used if the glazing contractor has and is adhering to a contract with Local 27;
- (G) Refusing to create and maintain a membership classification or membership division for manufacturers of pre-glazed sash or pre-glazed products having factories in the geographical area served by Local 27 and who sell or distribute such sash or products in States other than the State in which manufactured and glazed;
- (H) Limiting to one the number of glazing contractors who can contract for and perform glazing work on any one building at any one time.

Article V

[*Prohibited Agreements*]

Defendant Local 27 is enjoined and restrained from entering into, adhering to or maintaining any contract, agreement, understanding, plan, or program with any other person, group or corporation which is a non-labor person, group or corporation to:

- (A) Refuse to work on or withhold labor from, any job where the reason for such refusal is that the glazed sash or glazed products were pre-glazed in a shop or factory in which the employees performing the glazing work were represented by a labor union affiliated with the AFL-CIO.
- (B) Not install or use glazed sash or glazed products which were pre-glazed in a shop or factory in which the employees performing the glazing work were represented by a labor union affiliated with the AFL-CIO.
- (C) Require the payment of sums of money to Local 27 or any other designated source for glazing work not actually needed or performed on glazed sash or glazed products which were pre-glazed in a shop or factory in which the employees performing the glazing work were represented by a labor union affiliated with the AFL-CIO.
- (D) Require the reglazing of glazed sash or glazed products which were pre-glazed in a shop or factory in which the employees performing the glazing work were represented by a labor union affiliated with the AFL-CIO.

Article VI

[*Permissive Provisions*]

Nothing contained in this Final Judgment shall prevent defendant Local 27 from:

- (A) Seeking, securing, entering into, or using lawful means to enforce agreements with glazing contractors and others with respect to wages, hours, working conditions or any other terms and conditions of employment;
- (B) Entering into any contract requiring of glazing contractors that the glazing the contractors have agreed to do on a particular job, be done job site.

Article VII

[*Enforcement and Compliance*]

For the purpose of securing compliance with this Final Judgment and for no other purpose, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant Local 27 made to its principal office, be permitted (1) access during the office hours of such defendant and the right to copy or reproduce all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant relating to any of the subject matters contained in this Final Judgment, and (2) subject to the reasonable convenience of such defendant and without restraint or interference from it to interview officers or employees of such defendant who may have counsel present, regarding any such matters. Upon such written request, the defendant shall submit such reports in writing to the Department of Justice with respect to matters contained in this Final Judgment as may from time to time be necessary to the enforcement of this Final Judgment. No information obtained by the means provided in this Section VII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department except in the course of legal proceedings to which the United States of America is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

Article VIII

[*Jurisdiction Retained*]

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment or for the modification of any of the provisions thereof, and for the enforcement of compliance therewith and punishment of violations thereof.