

**International Brotherhood of Electrical Workers,
Local Union No. 428 and Donovan Corporation
d/b/a Valley Electric. Case 31-CB-4825**

30 December 1983

DECISION AND ORDER

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

On 18 August 1983 Administrative Law Judge Michael D. Stevenson issued the attached decision. The General Counsel filed exceptions and a supporting 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 brief and has decided to affirm the judge's rulings, findings,¹ and conclusions² and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, International Brotherhood of Electrical Workers, Local Union No. 428, its officers, agents, and representatives, shall take the action set forth in the Order.

¹ The General Counsel's first exception alleges an inadvertent error in the judge's statement of the facts of the case. On review of the record, we find that in sec. III.A, par. 10, of the decision, in speaking of denials made in testimony, the judge was actually referring to Ronald Croxton, the Respondent's business manager, rather than James Chilko. We hereby correct this inadvertent error, which does not affect the result we reach here.

² The General Counsel excepts to the judge's conclusion that the Respondent did not violate Sec. 8(b)(1)(B) by subjecting Donald Akers Sr. to disciplinary action. The General Counsel advances the theory that the Respondent, in pressuring Akers Senior to assent to the employers' association's collective-bargaining agreement, was also pressuring him to accept the grievance adjustment procedure embodied in the contract. That procedure calls for the president of the employers' association to choose grievance adjustment representatives to act on behalf of the individual employers. The General Counsel contends that coerced assent to this procedure would deny the Employer the right to choose his own representatives for grievance adjustment, thereby violating Sec. 8(b)(1)(B).

Upon review of the entire record, we note that (1) although Akers Senior withdrew his Company's assent to the 1982-1983 contract, Valley Electric remained a member of the employers' association, (2) Akers Senior signed the 1982-1983 contract in the role of president of the association, and (3) the contract empowers the association's president, seemingly Akers, with the authority to select grievance representatives. Given these circumstances, we find no factual grounds for an 8(b)(1)(B) violation.

DECISION

STATEMENT OF THE CASE

MICHAEL D. STEVENSON, Administrative Law Judge:
This case was tried before me at Bakersfield, California,

268 NLRB No. 72

on May 19, 1983,¹ pursuant to a complaint issued by the Regional Director for the National Labor Relations Board for Region 31 on December 20, and which is based upon a charge filed by Donovan Corporation d/b/a Valley Electric (herein called the Charging Party or the Employer) on November 4. The complaint alleges that International Brotherhood of Electrical Workers, Local Union No. 428 (herein called Respondent) has engaged in certain violations of Section 8(b)(1)(B) of the National Labor Relations Act (herein called the Act).

Issue

Whether Respondent violated Section 8(b)(1)(B) of the Act by convicting and fining its members, Donald R. Akers Sr. and Donald R. Akers Jr., the Employer's president and vice president respectively, for allegedly violating certain provisions of Respondent's constitution and bylaws, if said discipline had a reasonable tendency to restrain and coerce the Employer in the selection of its representatives for the purpose of collective bargaining or adjustment of grievances.

All parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, to argue orally, and to file briefs. Briefs, which have been carefully considered, were filed on behalf of the General Counsel and Respondent.

Upon the entire record of the case, and from my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT

I. THE EMPLOYER'S BUSINESS

Respondent admits that the Employer is a California corporation operating a business as an electrical contractor in Bakersfield, California, and further admits that, in the course and conduct of its business operations, it annually purchases and receives goods or services in excess of \$50,000 from sellers or suppliers located within the State of California, which sellers or suppliers receive such goods in substantially the same form directly from outside the State of California. Accordingly, Respondent admits, and I find, that the Employer is engaged in commerce and in a business affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.²

II. THE LABOR ORGANIZATION INVOLVED

Respondent admits, and I find, that it is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. The Facts³

Donald R. Akers Sr. is president and part-owner of the Charging Party. He and his wife each own 50 per-

¹ All dates herein refer to 1982 unless otherwise indicated.

² Respondent denied in its answer, but admitted at hearing, the essential elements of the Board's jurisdiction.

³ The parties stipulated to many essential facts in a written document admitted into evidence as G.C. Exh. 2(a)-(r).

cent of the stock in the company. Donald R. Akers Jr., son of Akers Sr., is vice president, foreman, and job superintendent. Mrs. Akers is the stepmother of Akers Jr.

By virtue of a letter of assent dated June 18, 1979, the Charging Party was bound to certain collective-bargaining agreements between Respondent and Kern County Chapter, National Electrical Contractors Association, herein called NECA, and Kern County Electrical Contractors Association, herein called KCECA, both of which agreements expired on June 30. By letter dated December 29, 1981, the Charging Party notified Respondent that it was revoking its letter of assent, effective June 30 (G.C. Exh. 2(a)). Several other local electrical contractors also revoked their letters of assent prior to June 30. All contractors who revoked their letters of assent desired to negotiate individual agreements with Respondent on terms more favorable than they expected from the two employer associations referred to above. Meanwhile in April, KCECA and Respondent reached agreement, the term of which was from July 1 through June 30, 1983 (G.C. Exhs. 2(f), (g), and (h)). In May, NECA and Respondent reached agreement, the term of which was the same as the KCECA agreement.

Since 1977, the secretary-treasurer for KCECA has been Thomas Alexander, a witness at the hearing. He testified that, while the organization has only 8 to 10 members, approximately 40 employees are signatory to letters of assent with KCECA.⁴ Alexander described the grievance adjustment provisions of the old contract between KCECA and Respondent which expired on June 30 (G.C. Exh. 4(a)). Sections 1.04(a), (b), (c), (d) were the sections in question. In the 1982-1983 contract (G.C. Exh. 2(f)), the relevant sections are 1.04, 1.05, 1.06, 1.07, and 1.08. Both of these contracts refer to a labor-management committee as the appropriate body to adjust grievances. The employer-members of that committee are appointed by the president.

The General Counsel next called James Chilko, since 1976 the manager of NECA. During 1982, NECA had approximately 30 members, most of whom were signatories through letters of assent. A. Chilko described the grievance adjustment provisions of the 1981-1982 contract between NECA and Respondent (G.C. Exh. 3(a)) and the 1982-1983 contract (G.C. Exh. 2(c)). The president of NECA appoints three representatives to the labor-management committee subject to approval by NECA's board of directors. The Union also points three members. The committee then convenes on the call of its chairman or at the request of either side.

On May 27, June 24, and July 7, Respondent's representatives met with Akers Sr. on behalf of the Charging Party and several other representatives of employees who, like Akers Sr., had revoked their letters of assent. These meetings all occurred at NECA's office and Chilko attended. The purpose of these meetings was for the employers to attempt to negotiate individual agreements with Respondent with respect to inside electrical

construction work. However, these efforts were unsuccessful.

On July 7, Ronald Croxton, Respondent's business manager and witness at the hearing, wrote a letter to Akers Sr. claiming that the Charging Party was bound by Respondent's agreement reached with NECA (G.C. Exh. 2(i)). Akers did not agree with this assertion (G.C. Exh. 8), and apparently Respondent has abandoned this position.

On or about July 9, Respondent began picketing the Charging Party's office as well as construction sites where the Charging Party was engaged in electrical construction work. This picketing continued until sometime in December.⁵

On July 15, Croxton, on behalf of Respondent, sent a letter to the Charging Party stating that Respondent intended to engage in "area standards picketing" (G.C. Exh. 2(j)). In addition, this letter stated, *inter alia*:

We do not seek to represent any of your employees for collective bargaining purposes and disclaim any such interest or object. Our sole purpose is to prevent the erosion of wage standards in our area.⁶

On or about August 31, Croxton brought charges against union members Akers Sr. and Akers Jr. (G.C. Exhs. 2(K), (1)), to wit, working for a nonsignatory employer allegedly in violation of the constitution and bylaws of Respondent. Similar charges were brought against other employer-members as well. In an attempt to resolve the charges, the affected employers met with Croxton and Alfred Fitts on behalf of Respondent at the offices of NECA.⁷ The date of this meeting was October 6, 1 day before the employers were due to appear before Respondent's trial board to answer the charges referred to above. The employers present were Akers Sr., Harold Ash, Josh LeViner, and Whitey Martin. Essentially, the individual conversations between the employers and Croxton were similar, in that all employers desired to know how they could resolve the charges pending against them without being subject to union disciplinary action. In most cases, Croxton answered these questions by stating that the employer-member should cease violating the union constitution and bylaws. Although this somewhat cryptic message was repeated several times at the meeting no one asked Croxton to elaborate.

According to Chilko, he asked Croxton whether the charges would be dropped if the employers signed the NECA agreements. Croxton answered yes and added that such agreement would have to be reached before 5 p.m. the next day because the trial board was due to convene the next evening and, once that occurred, Croxton could not stop the charges. Croxton conveyed this same

⁵ Akers Sr. testified that the picketing continued "until just recently. I would say within the last four to six weeks." Here, I find that the date stated in the stipulation between the parties (G.C. Exh. 2, par. 10) should govern.

⁶ There is no allegation in this case that Respondent's picketing was unlawful.

⁷ Both Fitts and Croxton testified that Fitts was not present. The stipulation of facts, G.C. Exh. 2, par. 15, states that Fitts was present. I find that the stipulation prevails.

⁴ The witness distinguished between letters of assent A and B; the former authorizes KCECA to act as the Employer's bargaining agent with the Union; the latter merely indicates intent to abide by the agreement that KCECA negotiates with the Union.

message to LeViner and Martin in the presence of Chilko. Chilko's testimony was supported by Akers Sr. who was also told by Croxton at the October 6 meeting that, to get the union charges dismissed, Akers Sr. would have to sign the NECA agreement. Martin, who did not testify, had a similar conversation with Croxton in the presence of Akers Sr. Still another employer named Harold Ash testified to similar exchanges with Croxton. Ash's testimony was inconsistent and evasive. I assign little weight to it. However, the General Counsel presented evidence that LeViner was the only employer at the October 6 meeting to agree to be bound by the NECA agreement. This occurred before the convening of the union trial board on the evening of October 7. Croxton presented the evidence against LeViner and the other employers to show breach of the union constitution and bylaws. After the cases had been concluded, LeViner's case was dismissed for insufficient evidence. The charges against Akers Sr., Akers Jr., Martin, and Ash, none of whom had reached agreement with the Union, were sustained and they were all found guilty. Based on the inferences flowing from the above, and the testimony of Akers Sr., Ash, and Chilko, I credit their testimony regarding the conversation at the October 6 meeting and discredit the denials of Chilko that he made the incriminating remarks attributed to him by the General Counsel's witnesses. I also discredit Croxton's attempted explanation of the verdict against LeViner as allegedly based on a simple lack of evidence to prove the charges. Thus I find that Croxton arranged for the dismissal of the charges, either by not presenting all the evidence he had when he initially filed the charges, or by some other method which need not be ascertained here.

In any event, Akers Sr. and Akers Jr. never attended the trial board meeting, never participated in the proceedings, and each was fined \$3,000, which has never been paid. Pending resolution of the case at bar, Respondent has made no attempt to collect the fine. Akers Sr. never appealed the fine to any higher union tribunal, and apart from filing charges with the Board did not otherwise seek to contest the fine levied against him.

B. Analysis and Conclusions

Section 8(b)(1)(B) of the Act (29 U.S.C. § 158(b)(1)(B)) provides that "[i]t shall be an unfair labor practice for a labor organization . . . to restrain or coerce . . . an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances." In enacting Section 8(b)(1)(B), Congress' primary concern was to prevent unions from forcing employers to consent to multiemployer bargaining.⁸ Restraint or coercion under Section 8(b)(1)(B) does not require economic pressure directed at an employer but can be accomplished by internal union discipline which reasonably tends to deprive an employer of the right to select its representative.⁹ To evaluate whether

union discipline of member-supervisors in a given case constitutes impermissible coercion, one must determine if said discipline could adversely affect the supervisor's performance of grievance adjustment or collective-bargaining responsibilities.¹⁰ In this case, discipline was imposed on Akers Sr. and Akers Jr. in the form of \$3,000 fines. The credited testimony above indicates that the cases against both would be dismissed if Akers Sr. signed a letter of assent to the NECA agreement. Before stating any conclusions based on the credited facts, I turn to discuss the case of Akers Sr. and Akers Jr. separately.

1. Donald R. Akers Jr.

I begin with Akers Jr. because the evidence as to him is convincing and overwhelming. That is, the discipline imposed by Respondent on Akers Jr. clearly violates Section 8(b)(1)(B) of the Act. First, Akers Jr. is a statutory supervisor who performed grievance adjustment duties on behalf of Respondent.¹¹ He was also vice president of the Company and the son of one owner and the stepson of another owner. In addition to the credited evidence above on which I rely to find a violation, I also credit testimony of Akers Jr. which provides additional support for finding a violation. In early August, Akers Jr. overheard a conversation between a union picket and Fitts. The picket asked Fitts how Akers Jr. could be a dues-paying member of Respondent and continue to work for the Charging Party. Akers Jr. heard Fitts reply that they did not want to fine him yet because they did not want to upset Akers Jr.'s father, hoping he would still sign a contract.¹²

In *Carpenters (A. S. Horner, Inc.)*, 177 NLRB 500 (1969), enfd. 454 F.2d 1116 (10th Cir. 1972), the Board found that union discipline of a member because he worked as a supervisor for a nonunion employer violated the Act.¹³ Similarly, in *Carpenters v. NLRB*, 532 F.2d 47 (7th Cir. 1976), the court held that the statute in question, Section 8(b)(1)(B), prohibits a union from fining a member-supervisor for disobeying a "no contract-no work" policy and working for an employer who refuses to sign a bargaining agreement. The reason for this is because the discipline interferes with the employer's selection of his supervisor and adjustor of grievances.¹⁴

¹⁰ *American Broadcasting Cos. v. Writers Guild*, 437 U.S. 411, 429 (1978).

¹¹ Akers Jr. worked with the tools of the trade during the time in question about 10 percent of the time and the remainder was spent performing supervisory duties. The minimal amount of rank-and-file work is insufficient to constitute a defense. *Typographical Union No. 16 (Hammond Publishers)*, 216 NLRB 903 (1975).

¹² In his testimony, Fitts testified that he did not "recall" making such a statement. On cross-examination, Fitts denied that he had asked Akers Jr. if his dad would sign a contract, as Akers Jr. had testified. Instead, Fitts asked Akers Jr. only whether it would be possible to talk to his dad about paying substandard wages. This occurred while Fitts was allegedly picketing the Charging Party because the Charging Party had failed to respond to a July 15 letter sent by Respondent asking for proof that it was paying area standard wages. However, picketing began on July 9, a week before this letter was sent. This leads to the inference that the purpose of the picketing may well have been different from what was stated in the letter. However, since there is no allegation with respect to unlawful picketing, I consider the inference above as general background only.

¹³ *American Broadcasting Cos.*, supra, 437 U.S. at 436 fn. 36.

¹⁴ See also *NLRB v. Electrical Workers Local 323 (Drexel Properties)*, 703 F.2d 501 (11th Cir. 1983).

⁸ *Florida Power & Light v. Electrical Workers*, 417 U.S. 790, 798, 803 (1974).

⁹ *Iron Workers Local 46 (Cement League)*, 259 NLRB 70 (1981); *Typographical Union (Northwest Publications)*, 172 NLRB 2173 (1968).

Applying the above precedents to the instant case, I find that it was reasonably foreseeable that the union fine would cause Akers Jr. to cease working for the Charging Party, thereby depriving it of the grievance adjustment services of its chosen representative. In other words, an 8(b)(1)(B) violation does not hinge on the union's intent in disciplining a supervisor-member. Rather, the statute proscribes any union pressure which "may adversely affect" the supervisor's performance of the protected duties.¹⁵ In this case I find that the effect of union discipline was likely to adversely affect Akers Jr.'s performance of his duties. Accordingly, Respondent has violated Section 8(b)(1)(B) of the Act and I so find as to Akers Jr.¹⁶

2. Donald R. Akers Sr.

The case involving Akers Sr. should be dismissed and I will so recommend to the Board. In *NLRB v. Electrical Workers Local 323 (Drexel Properties)*, supra, 703 F.2d at 507, the court stated that

... the Board has consistently held Section 8(b)(1)(B) inapplicable in cases where the member is the owner of the business. See, e.g., *Glaziers & Glassworkers, Local 1621 [Glass Management Assn.]*, 221 NLRB 509 (1975).

The Court went on to state the reason for this rule: When a person has a financial self-interest in the enterprise, it is difficult to envision circumstances where the employer would be greatly influenced in the performance of his grievance adjustment or collective-bargaining functions where any decisions he makes in those respects directly works to his benefit or detriment depending on how he decides it. Moreover, the application of Section 8(b)(1)(B) in that situation would, through the subterfuge of protecting the employer's selection of his representative, effectively deprive a union of all economic weapons, merely because the employer assumes the additional role of a supervisor.

In this case, Akers Sr. is a 50-percent owner of the Employer. In *Glass Management Assn.*, supra, 221 NLRB at 512, the Board stated:

The legislative history behind Section 8(b)(1)(B) makes it clear that Congress was only concerned with protecting employers in the selection of their representatives for the two purposes provided therein; [adjusting grievances and negotiating collective-bargaining agreements] there is no indication that Congress intended to protect the employer himself against such fines and sanctions. There is no restraint or coercion against the employer *in the selection of his representatives* for the prohibited objects where the employer himself is acting as the representative for these purposes.

¹⁵ *Drexel Properties*, supra, 703 F.2d at 507.

¹⁶ At p. 22 of the brief, Respondent contends that because Akers Jr. voluntarily joined Respondent, and received certain benefits from his membership, and because he could have resigned prior to charges having been brought, Akers Jr. should be subject to union discipline without a claim that said discipline violates the Act. This defense is foreclosed by the Supreme Court in *American Broadcasting Cos.*, supra, 437 U.S. at 437.

Here, Akers Sr. was indeed acting as his own representative for the purposes of collective bargaining with Respondent. Accordingly, union discipline against him did not violate the Act.¹⁷

Moreover, the Board has also held that a union's fining of a member-supervisor owner in order to pressure him to sign a collective-bargaining agreement did not violate Section 8(b)(1)(B).¹⁸ This is additional authority supporting dismissal as to Akers Sr. Further, Respondent's conduct in fining Akers Sr. would not tend to subvert any loyalty between the employer and its supervisors.¹⁹

My conclusion here is not affected by the Supreme Court's statement in *Florida Power & Light*, supra, 417 U.S. at 803:

The specific concern of Congress [in enacting Section 8(b)(1)(B)] was to prevent unions from trying to force employers into or out of multi-employer bargaining units.

When the union fines a member who is also the owner or substantial owner, as is Akers Sr. here, to pressure it into assenting to a collective-bargaining agreement, the Act is not violated. In this case, an employer could remain a member of NECA as did Charging Party here, while revoking their letter of assent to be bound by the NECA agreement. Neither the purpose nor the effect of Respondent's fine was necessary to force Charging Party into or out of NECA, but rather to pressure it into signing the NECA agreement. Accordingly, Respondent did not violate the concern of Congress nor Section 8(b)(1)(B) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

CONCLUSIONS OF LAW

1. Donovan Corporation d/b/a Valley Electric is an employer within the meaning of Section 2(2) and Section 8(b)(1)(B) of the Act.

2. Respondent International Brotherhood of Electrical Workers, Local Union No. 428, violated Section 8(b)(1)(B) of the Act by citing, trying, and fining Donald R. Akers Jr.²⁰

¹⁷ It makes no difference that Akers Sr. is not the sole owner of Charging Party. It is only required that he be a substantial owner and 50-percent owner is substantial. *Glass Management Assn.*, supra, 221 NLRB at 513.

¹⁸ *Glass Management Assn.*, supra, 221 NLRB at 512, citing *Sheet Metal Workers Local 146 (Arctic Heating Co.)*, 203 NLRB 1090 (1973).

¹⁹ *Asbestos Workers Local 19 (Insulation Industries)*, 211 NLRB 592 (1974).

²⁰ I have made no findings regarding any other employees. At hearing, Respondent repeatedly objected to evidence with respect to other em-

Continued

3. The aforesaid unfair labor practice is an unfair labor practice affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. Respondent has committed no unfair labor practice other than that specifically found above.

THE REMEDY

It having been found that Respondent has engaged in an unfair labor practice within the meaning of Section 8(b)(1)(B) of the Act, it will be recommended that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

It having been found that Respondent International Brotherhood of Electrical Workers, Local Union No. 428, illegally cited, tried, and fined Donald R. Akers Jr., it will be recommended that Respondent be ordered to rescind its action in citing, trying, and fining him.

It will also be recommended that Respondent expunge from its records all references to its unlawful action.

Based upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended

ORDER²¹

The Respondent, International Brotherhood of Electrical Workers, Local Union No. 428, its officers, agents, and representatives, shall

1. Cease and desist from restraining or coercing the employer of Donald R. Akers Jr. in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances by citing and fining him for working for a nonsignatory employer under the circumstances where he is engaged primarily in the performance of supervisory or administrative functions while so employed and performs only a minimal amount of bargaining unit work.

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

(a) Rescind the action against Donald R. Akers Jr. which resulted in fines against him, expunge from its records all references thereto, and make no efforts to collect said fine.

ployees such as LeViner, Ash, and Martin. At one point in response to such an objection, the General Counsel specifically disclaimed any intention to include other employers in this case. While it appears they would likely be dismissed as was Akers Sr., I make no such finding. I also find that with respect to these other individuals, their cases were not litigated.)

²¹ 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.

(b) Advise Donald R. Akers Jr., in writing, that the action taken against him which resulted in said fine has been rescinded, that the record of its unlawful action has been expunged, and that no efforts will be made to collect said fine.

(c) Post at its offices and union hall copies of the attached notice marked "Appendix."²² Copies of the notice, on forms provided by the Regional Director for Region 31, after being duly signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days thereafter in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

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

²² 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

After a trial at which all parties had an opportunity to present evidence, the National Labor Relations Board has found that we violated the National Labor Relations Act, and we have been ordered to post this notice.

WE WILL NOT bring charges against, try, nor fine supervisor-members who are working for nonsignatory employers doing supervisory work where the effect of said discipline is to coerce the employer in the selection of its representative for the adjustment of grievances and the negotiating of collective-bargaining agreements.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce any employees in the exercise of rights guaranteed by Section 7 of the Act.

WE WILL rescind the disciplinary action taken against Donald R. Akers, Jr. and expunge from our files and records all references thereto.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 428