

District 9, International Association of Machinists and Aerospace Workers, AFL-CIO, Production Workers Local 1345 (Nixdorff-Lloyd Chain Co.) and Della Keys and Elmer Ray Fox and Ophis Mills and Charles Stowers and Willie Ryland and George Manning and John Pfeiffer

District 9, International Association of Machinists and Aerospace Workers AFL-CIO, Progressive Lodge No. 41 (Nixdorff-Lloyd Chain Co.) and Richard D. McCullough and Paul Burke

District 9, International Association of Machinists and Aerospace Workers, AFL-CIO, Metro East Automotive Lodge No. 313 (Martin Glass Company) and Stanley Herman Kosydor. Cases 14-CB-5875, 14-CB-5875-2, 14-CB-5875-5, 14-CB-5875-6, 14-CB-5875-7, 14-CB-5875-8, 14-CB-5875-9, 14-CB-5875-3, 14-CB-5875-4, and 14-CB-5884

31 July 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS
ZIMMERMAN AND HUNTER

On 13 July 1983 Administrative Law Judge Lowell Goerlich issued the attached decision. The Respondent Unions, IAM District 9 and its Locals 1345, 313, and 41, 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, for the reasons stated below, to affirm the judge's rulings, findings, and conclusions¹ and to adopt the recommended Order as modified.

We agree with the judge that the Unions may not, pursuant to their constitutional provision prohibiting resignations during a strike or within 14 days preceding its commencement, lawfully impose fines on members who resigned and returned to work during the course of a strike. The judge relied on *Machinists Local 1327 (Dalmo Victor)*, 263 NLRB 984 (1982), in finding the 8(b)(1)(A) violations. In that case the Board found invalid the same IAM constitutional restriction on a member's right to resign at issue here. The plurality opinion held that a union could lawfully restrict a member's right to resign for 30 days after the tender of the

resignation. The concurring opinion held that any restriction imposed on a member's right to resign is invalid.

In *Machinists Local Lodge 1414 (Neufeld Porsche-Audi)*, 270 NLRB 1330 (1984), the Board adopted the view of the *Dalmo Victor* concurrence and overruled that case and its progeny. It is for the reasons set forth in *Neufeld Porsche-Audi* that we here adopt the judge's findings of 8(b)(1)(A) violations.² Further in accord with *Neufeld Porsche-Audi* we shall require that the Respondents cease and desist from maintaining the restriction on resignation and expunge the provision from its governing documents.³

ORDER

The National Labor Relations Board orders that

A. Respondent District 9, International Association of Machinists and Aerospace Workers, AFL-CIO, Production Workers Local 1345, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Maintaining in its governing documents article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers to the extent it provides:

Improper Conduct of a Member: . . .

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission. Resignation shall not relieve a member of his obligation to refrain from accepting employment at the establishment for the duration of the strike or lockout if the resignation occurs during the period of the strike or lockout or within 14 days preceding its commencement. Where observance of a primary picket line is required, any resignation tendered during the period that the picket line is maintained, or within 14 days preceding its establishment, shall not become effective as a resignation during the period the picket line is maintained, nor shall it relieve a member of his or her obligation to observe the primary picket line for its duration.

(b) Restraining and coercing employees who have resigned from and are no longer members of the Respondent in the exercise of the rights guaranteed them by Section 7 of the Act by imposing fines on such employees because of their postresig-

¹ The judge failed to rule on an allegation in the complaint that about 17 November 1982 Respondent Local 313 through its business representative, Roger Poole, threatened certain employees of Martin Glass Company with unspecified acts of reprisal because said employees tendered membership resignations to Local 313. By failing to rule on the allegation, the judge in effect dismissed that portion of the complaint. In the absence of exceptions, we find it unnecessary to rule on the merits of that complaint allegation.

² Member Zimmerman finds the violations for the reasons set forth in *Dalmo Victor* and in his concurring opinion in *Neufeld Porsche-Audi*.

³ See also *Engineers & Scientists Guild (Lockhead-California Co.)*, 268 NLRB 311 (1983).

nation conduct in working at Nixdorff-Lloyd Chain Co. during the strike which commenced about 23 August 1982.

(c) Prosecuting any former members for their postresignation crossing of Local 1345's picket line during the strike at Nixdorff-Lloyd which commenced about 23 August 1982.

(d) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Remove from its governing documents the portion of article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers set forth above.

(b) Rescind the fines levied against Della Keys, Ameliese Pijut, Margaret Mann, Anita Hunt, Christopher Dueker, Elmer Ray Fox, Ophis Mills, Charles Stowers, John Pfeiffer, John Shanklin, and Joseph Ballard and refund to them any moneys they may have paid as a result of such fines, plus interest, in accordance with the Board's established policies.

(c) Cease any prosecution of Willie Ryland and George Manning for violation of article L, section 3 of the International constitution and/or rescind any fines which may have been levied and refund to them any moneys they may have paid as a result of such fines, plus interest, in accordance with the policies established by the Board.

(d) Post at its business office and meeting halls copies of the attached notice marked "Appendix A."⁴ Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative, shall be posted by the Respondent 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 the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Mail to the Regional Director signed copies of the notice for posting by Nixdorff-Lloyd Chain Co., if the Company is willing, in places where notices to employees are customarily posted. Copies of the notice, furnished by the Regional Director, after being signed by the Respondent's authorized representative, shall be returned forthwith to the Regional Director.

⁴ 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."

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

B. Respondent District 9, International Association of Machinists and Aerospace Workers AFL-CIO, Progressive Lodge No. 41, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Maintaining in its governing documents article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers to the extent it provides:

Improper Conduct of a Member: . . .

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission. Resignation shall not relieve a member of his obligation to refrain from accepting employment at the establishment for the duration of the strike or lockout if the resignation occurs during the period of the strike or lockout or within 14 days preceding its commencement. Where observance of a primary picket line is required, any resignation tendered during the period that the picket line is maintained, or within 14 days preceding its establishment, shall not become effective as a resignation during the period the picket line is maintained, nor shall it relieve a member of his or her obligation to observe the primary picket line for its duration.

(b) Restraining or coercing employees who have resigned from and are no longer members of the Respondent in the exercise of the rights guaranteed them by Section 7 of the Act by imposing fines on such employees because of their postresignation conduct in working at Nixdorff-Lloyd Chain Co. during the strike which commenced about 23 August 1982.

(c) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action which is designed to effectuate the purposes of the Act.

(a) Remove from its governing documents the portion of article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers set forth above.

(b) Rescind the fines levied against Richard McCullough, Ronald Sack, Jessie Martin, Paul Burke, and John Davis because of their postresignation work for Nixdorff-Lloyd Chain Co., during a strike which began about 23 August 1982, and refund to them any moneys they may have paid as a result of such fines, plus interest, in accordance with the policies established by the Board.

(c) Post at its business office and meeting halls copies of the attached notice marked "Appendix B."⁵ Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative, shall be posted by the Respondent 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 the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Mail to the Regional Director signed copies of the notice for posting by Nixdorff-Lloyd Chain Co., if the Company is willing, in places where notices to employees are customarily posted. Copies of the notice, furnished by the Regional Director, after being duly signed by the Respondent's authorized representative, shall be returned forthwith to the Regional Director.

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

C. Respondent District 9, International Association of Machinists and Aerospace Workers, AFL-CIO, Metro East Automotive Lodge No. 313, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Maintaining in its governing documents article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers to the extent it provides:

Improper Conduct of a Member: . . .

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission. Resignation shall not relieve a member of his obligation to refrain from accepting employment at the establishment for the duration of the strike or lockout if the resignation occurs during the period of the strike or lockout or within 14 days preceding its commencement. Where observance of a primary picket line is required, any resignation tendered during the period that the picket line is maintained, or within 14 days preceding its establishment, shall not become effective as a resignation during the period the picket line is maintained, nor shall it relieve a member of his or her obligation to observe the primary picket line for its duration.

(b) Restraining and coercing employees who have resigned and are no longer members of the Union in the exercise of the rights guaranteed them by Section 7 of the Act by imposing fines on such employees because of their postresignation conduct in working at Martin Glass Company, Belleville, Il-

linois facility, during the strike which commenced about 17 November 1982.

(c) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action which is designed to effectuate the purposes of the Act.

(a) Remove from its governing documents the portion of article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers set forth above.

(b) Rescind fines levied against Stanley Herman and Martin Kosydor because of their postresignation work for Martin Glass Company during a strike which began about 17 November 1982 and refund them any moneys they may have paid as a result of such fines, plus interest, in accordance with the Board's established policies.

(c) Post at its business office and meeting halls copies of the attached notice marked "Appendix C."⁶ Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative, shall be posted by the Respondent 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 the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Mail to the Regional Director signed copies of the notice for posting by Martin Glass Co., if the Company is willing, in places where notices to employees are customarily posted. Copies of the notices, furnished by the Regional Director, after being duly signed by the Respondent's authorized representative, shall be returned forthwith to the Regional Director.

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

⁵ See fn. 4, supra.

⁶ See fn. 4, supra.

APPENDIX A

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

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

WE WILL NOT maintain in our governing documents article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers to the extent it provides:

Improper Conduct of a Member: . . .

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission. Resignation shall not relieve a member of his obligation to refrain from accepting employment at the establishment for the duration of the strike or lockout if the resignation occurs during the period of the strike or lockout or within 14 days preceding its commencement. Where observance of a primary picket line is required, any resignation tendered during the period that the picket line is maintained, or within 14 days preceding its establishment, shall not become effective as a resignation during the period the picket line is maintained, nor shall it relieve a member of his or her obligation to observe the primary picket line for its duration.

WE WILL NOT restrain or coerce employees who have resigned from the Union and who, in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act, worked after their resignation at Nixdorff-Lloyd Chain Co., during the strike which began about 23 August 1982, by imposing fines on them for working during the strike.

WE WILL NOT prosecute any former members for their postresignation crossing of Local 1345's picket line during the strike at Nixdorff-Lloyd which commenced about 23 August 1982.

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

WE WILL remove from our governing documents the portion of article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers set forth above.

WE WILL rescind the fines levied against Della Keys, Ameliese Pijut, Margaret Mann, Anita Hunt, Christopher Dueker, Elmer Ray Fox, Ophis Mills, Charles Stowers, John Pfeiffer, John Shanklin, and Joseph Ballard because they worked at Nixdorff-Lloyd Chain Co., after their resignation from the Union during the strike which began 23 August 1983 and refund any moneys they may have paid as a result of such fines, plus interest, in accordance with the policy established by the Board.

WE WILL cease our prosecuting of Willie Ryland and George Manning for violation of article L, section 3 of the International constitution and/or re-

scind any fines which may have been levied and refund to them any moneys they may have paid as a result of such fines, plus interest, in accordance with the policy established by the Board.

DISTRICT 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, PRODUCTION WORKERS, LOCAL 1345

APPENDIX B

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

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

WE WILL NOT maintain in our governing documents article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers to the extent it provides:

Improper Conduct of a Member: . . .

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission. Resignation shall not relieve a member of his obligation to refrain from accepting employment at the establishment for the duration of the strike or lockout if the resignation occurs during the period of the strike or lockout or within 14 days preceding its commencement. Where observance of a primary picket line is required, any resignation tendered during the period that the picket line is maintained, or within 14 days preceding its establishment, shall not become effective as a resignation during the period the picket line is maintained, nor shall it relieve a member of his or her obligation to observe the primary picket line for its duration.

WE WILL NOT restrain or coerce employees who have resigned from the Union and who, in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act, worked after their resignation at Nixdorff-Lloyd Chain Co., during the strike which began 23 August 1982, by imposing fines on them for working during the strike.

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

WE WILL remove from our governing documents the portion of article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers set forth above.

WE WILL rescind the fines levied against Richard McCullough, Ronald Sack, Jessie Martin, Paul Burke, and John Davis because they worked at Nixdorff-Lloyd Chain Co. after their resignations from the Union during the strike which began about 23 August 1982, and refund any moneys they may have paid as a result of such fines, plus interest, in accordance with the policies of the Board.

DISTRICT 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO, PROGRESSIVE LODGE No. 41

APPENDIX C

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

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

WE WILL NOT maintain in our governing documents article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers to the extent it provides:

Improper Conduct of a Member: . . .

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission. Resignation shall not relieve a member of his obligation to refrain from accepting employment at the establishment for the duration of the strike or lockout if the resignation occurs during the period of the strike or lockout or within 14 days preceding its commencement. Where observance of a primary picket line is required, any resignation tendered during the period that the picket line is maintained, or within 14 days preceding its establishment, shall not become effective as a resignation during the period the picket line is maintained, nor shall it relieve a member of his or her obligation to observe the primary picket line for its duration.

WE WILL NOT restrain or coerce employees who have resigned from the Union and who, in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act, worked after

their resignation at Martin Glass Company, during the strike which began 17 November 1982, by imposing fines on them for working during the strike.

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

WE WILL remove from our governing documents the portion of article L, section 3 of the constitution of the International Association of Machinists and Aerospace Workers set forth above.

WE WILL rescind the fines levied against Stanley Herman and Martin Kosydor because they worked at Martin Glass Company, during the strike which began about 17 November 1982 and refund any moneys they may have paid as a result of such fines, plus interest, in accordance with the policies of the Board.

DISTRICT 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO, METRO EAST AUTOMOTIVE LODGE No. 313

DECISION

LOWELL GOERLICH, Administrative Law Judge. The original charge in Case 14-CB-5875 was filed by Charging Party Della Keys, an individual, on January 5, 1983, and served by certified mail on Respondent District 9, International Association of Machinists and Aerospace Workers, AFL-CIO, Production Workers Local 1345, hereinafter referred to as Local 1345, on or about the same date. The original charge in Case 14-CB-5884 was filed by Charging Party Stanley Herman, an individual, and Charging Party Martin Kosydor, an individual, on January 26, 1983, and served by certified mail on Respondent District 9, International Association of Machinists and Aerospace Workers, AFL-CIO, Metro East Automotive Lodge No. 313, hereinafter referred to as Local 313, on or about the same date. The original charge in Case 14-CB-5875-2 was filed by Charging Party Elmer Ray Fox, an individual, on February 9, 1983, and served by certified mail on Respondent Local 1345 on or about the same date. The original charge in Case 14-CB-5875-3 was filed by Charging Party Richard D. McCullough, an individual, on February 28, 1983, and served by certified mail on Respondent District 9, International Association of Machinists and Aerospace Workers, AFL-CIO, Progressive Lodge No. 41, hereinafter referred to as Local 41, about the same date. The original charge in Case 14-CB-5875-4 was filed by Charging Party Paul Burke, an individual, on March 3, 1983, and served by certified mail on Respondent Local 41, on or about the same date. The first amended charge in Case 14-CB-5875-3 was filed by Charging Party McCullough on March 8, 1983, and served by certified mail on Respondent Local 41 on or about the same date. The original charge in Case 14-CB-5875-5 was filed by Charging Party Ophis Mills, an individual, on March 10, 1983, and served by certified mail upon Respondent

Local 1345 on or about the same date. The original charge in Case 14-CB-5875-6 was filed by Charging Party Charles Stowers, an individual, on April 7, 1983, and served by certified mail upon Respondent Local 1345 on or about the same date. The original charge in Case 14-CB-5875-7 was filed by Charging Party Willie Ryland, an individual, on April 11, 1983, and served by certified mail on Respondent Local 1345 on or about the same date. The original charge in Case 14-CB-5875-8 was filed by Charging Party George Manning, an individual, on April 25, 1983, and served by certified mail on Respondent Local 1345 on or about the same date. The original charge in Case 14-CB-5875-9 was filed by Charging Party John Pfeiffer, an individual, on April 25, 1983, and served by certified mail on Respondent Local 1345 on or about the same date.

A fourth order consolidating cases, amended complaint, and notice of hearing in the above-entitled case was issued on May 4, 1983.

The consolidated cases came on for hearing in St. Louis, Missouri, on May 10 and 11, 1983. The facts were stipulated by the parties. All briefs have been carefully considered.

FINDINGS OF FACTS, CONCLUSION, AND REASONS THEREFOR

I. THE BUSINESS OF THE EMPLOYING ENTERPRISE

Nixdorff-Lloyd Chain Co., Nixdorff-Lloyd, is, and has been at all times material herein, a corporation duly organized under and existing by virtue of the laws of the State of Missouri.

At all times material herein, Nixdorff-Lloyd has maintained its principal office and place of business at 916 Howard Street, St. Louis, Missouri, Nixdorff-Lloyd's St. Louis City facility. Nixdorff-Lloyd is, and has been at all times herein, engaged in the manufacture, nonretail sale, and distribution of welded and weldless chains, wire-forms, agricultural tillage tool parts, and related products.

During the fiscal year ending June 30, 1982, which period is representative of its operations during all times material herein, Nixdorff-Lloyd in the course of its business operations, manufactured, sold, and distributed at its St. Louis City facility, products valued in excess of \$50,000, of which products valued in excess \$50,000 were shipped directly to points located outside the State of Missouri.

Martin Glass Company, Martin Glass, is, and has been at all times material herein, a corporation duly authorized to do business under the laws of the State of Illinois.

At all times material herein, Martin Glass has maintained its principal office and place of business at Belle Valley Industrial Village, in Belleville, Illinois, Martin Glass' Belleville facility. Martin Glass is, and has been at all times material herein, engaged in the nonretail installation, sale, and distribution of replacement glass and related products.

During the calendar year ending December 31, 1982, which period is representative of its operations during all times material hereto, Martin Glass, in the course and conduct of its business operations, purchased and caused

to be transported and delivered at its Belleville, Illinois, facility goods and materials valued in excess of \$50,000, of which goods and materials valued in excess of \$50,000 were transported and delivered to its facility in Belleville, Illinois, directly from points located outside the State of Illinois.

Nixdorff-Lloyd and Martin Glass are now, and have been at all times material herein, employers engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act.

II. THE LABOR ORGANIZATION INVOLVED

Respondent Local 1345, Respondent Local 41, and Respondent Local 313 are and have been at all times material herein labor organizations within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

Article L, section 3, of the constitution of the International Association of Machinists and Aerospace Workers (the International constitution), among other things, provides:

Improper Conduct of a Member

Sec. 3. The following actions or omissions shall constitute misconduct by a member which shall warrant a reprimand, fine, suspension and/or expulsion from membership, or any lesser penalty or any combination of these penalties as the evidence may warrant after written and specific charges and a full hearing as hereinafter provided:

Accepting employment in any capacity in an establishment where a strike or lockout exists as recognized under this Constitution, without permission. Resignation shall not relieve a member of his obligation to refrain from accepting employment at the establishment for the duration of the strike or lockout if the resignation occurs during the period of the strike or lockout or within 14 days preceding its commencement. Where observance of a primary picket line is required, any resignation tendered during the period that the picket line is maintained, or within 14 days preceding its establishment, shall not become effective as a resignation during the period the picket line is maintained, nor shall it relieve a member of his or her obligation to observe the primary picket line for its duration.

Commencing on or about August 23, 1982, Respondent Local 1345 and Respondent Local 41 engaged in strikes and established picket lines at Nixdorff-Lloyd's St. Louis City facility and commencing on or about November 17, 1982, Respondent Local 313 engaged in a strike and established a picket line at Martin Glass' Belleville, Illinois, facility. The 20 union members who tendered resignations¹ and refused to honor the picket lines during

¹ Since each member was charged for violating art. L, sec. 3, an invalid restraint on employees' Sec. 7 rights, it is immaterial whether each crossed the union picket lines with or without a resignation from the Union.

the strikes were charged with violating article L, section 3, of the International constitution. Of these 20 union members, 18 were tried, found guilty, and fined, and 2 were charged with violations but had not yet been brought to trial at the time of the hearing.

The facts admitted in this case and the stipulation of the parties are on all fours with the facts found by the Board in *Machinists Local 1327 (Dalmo Victor)*, 263 NLRB 984 (1982). Accordingly, the finding is for the General Counsel and against the Respondent and it is found that the Respondents violated Section 8(b)(1)(A) of the Act.

CONCLUSIONS OF LAW

1. The Employers are engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Respondents are labor organizations within the meaning of Section 2(5) of the Act.

3. By imposing fines on former members who had duly resigned from the Union for their postresignation crossing of a sanctioned picket line and working during a strike, Respondents restrained and coerced employees in the exercise of the rights guaranteed them in Section 7 of the Act, and thereby engaged in, and are engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

4. By charging former members who had duly resigned for their postresignation crossing of a picket line

under a coercive and restraining provision of the International constitution and setting a trial on said charges, Respondents restrained and coerced employees in the exercise of their rights guaranteed them under Section 7 of the Act, and thereby engaged in unfair labor practices and are engaging in unfair labor practices in violation of Section 8(b)(1)(A) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) of the Act.

THE REMEDY

It having been found that Respondents have engaged in certain unfair labor practices, it is recommended that they be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. In order to effectuate the purposes of the Act it is recommended that Respondent rescind the unlawful fines, refund any money paid to them respectively as a result of the fines, with interest,² in accordance with the Board's established policies and cease the prosecution of any former members for their postresignation crossing of Respondents' picket lines under article L, section 3, of the International constitution.

[Recommended Order omitted from publication.]

² See *Florida Steel Corp.*, 231 NLRB 651 (1977); see generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).