

**International Brotherhood of Electrical Workers  
Local 1547, AFL-CIO (Veco, Inc.) and William  
Elliott.** Case 19-CB-5948

December 31, 1990

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND RAUDABAUGH

On July 20, 1988, Administrative Law Judge Gerald A. Wacknov issued the attached decision. The Respondent filed exceptions to the judge's decision, and the General Counsel filed a brief answering the Respondent's exceptions.

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<sup>1</sup> and brief and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order.

As fully set forth in his decision, the judge found that the Respondent violated Section 8(b)(1)(B) by fining union member William Elliott under its "no contract-no work" rule after Elliott had refused to cooperate in the Respondent's efforts to organize the Employer's employees. We agree with the judge that the finding of a violation is in accord with the principles set forth in *NLRB v. Electrical Workers IBEW Local 340 (Royal Electric)*, 481 U.S. 573 (1987).

In agreeing with the judge's conclusion that Elliott was an employer representative within the meaning of Section 8(b)(1)(B), we rely on the parties' stipulation that he adjusted employee grievances. We note that this is supported by evidence that he was the only on-site supervisor available for grievance adjustment and by evidence of specific instances of his resolution of employee grievances concerning wages in relation to the nature of work performed and grievances concerning unsafe equipment and work in certain weather conditions—types of disputes that would likely be contractual grievances if a collective-bargaining agreement was in effect.<sup>2</sup> See, e.g., *Plumbers Local 60 (ITMC Corp.)*, 299 NLRB 401 (1990); *Operating Engineers Local 101 (St. Louis Bridge)*, 297 NLRB 485 (1989).

Further, we agree with the judge that the Respondent's efforts to organize the Employer's employees during the time period material to the unfair labor practice, and particularly its admission in a document dated April 1, 1986, that it was "presently trying to organize" the Employer, establish that it was currently

seeking a collective-bargaining relationship. See *NLRB v. Electrical Workers IBEW Local 340*, supra, fn. 3; *Sheet Metal Workers Local 16 (Losli International)*, 299 NLRB 972 (1990); *ITMC Corp.*, supra; *St. Louis Bridge*, supra at 487.

In concluding that the Respondent violated Section 8(b)(1)(B) by fining Elliott, we rely on the entire course of the Respondent's conduct—from its statements in mid-March 1986 threatening Elliott if he did not cooperate in the Respondent's organizing effort, through the notice of union charges that caused Elliott's departure from the Employer's work project in mid-April, and culminating in the levy of fines against him in June for violating the Respondent's "no contract-no work" rule. The Respondent's initial threats aimed at conscripting Elliott into assisting in the campaign to organize the employees whose grievances he would be adjusting if the campaign succeeded, coupled with the notice to him of union charges (albeit not expressly tied to his refusal to aid the campaign), triggered his departure as the Employer's 8(b)(1)(B) representative on that project. The fines imposed in June were simply the final effectuation of a course of conduct calculated, inter alia, to exert an adverse effect on Elliott as an adjuster of grievances from employees whom the Respondent was seeking to represent. That the organizational campaign had not succeeded by the time that any of these actions occurred does not make the Respondent's effort lawful. In light of these circumstances, we find that the Respondent, by fining Elliott, coerced the Employer within the meaning of Section 8(b)(1)(B).<sup>3</sup>

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 1547, AFL-CIO, Anchorage, Alaska, its officers, agents, and representatives, shall take the action set forth in the Order.

<sup>3</sup>Accordingly, we find it unnecessary to rely on that part of the judge's analysis which refers to a relationship between the Respondent's organizing, Elliott's control of access to employees, and "collective bargaining" within the meaning of Sec. 8(b)(1)(B), as set forth in the penultimate paragraph of his "analysis and conclusions."

*Ed Escamilla, Esq.*, for the General Counsel.  
*Helene Antel, Esq.*, of Anchorage, Alaska, General Counsel  
for the Respondent.

DECISION

STATEMENT OF THE CASE

GERALD A. WACKNOV, Administrative Law Judge. Pursuant to notice, a hearing with respect to this matter was held before me in Anchorage, Alaska, on April 21, 1988. The initial charge was filed on September 11, 1986, by William O.

<sup>1</sup>The Respondent has requested oral argument. The request is denied as the record, the exceptions, and brief adequately present the issues and the positions of the parties.

<sup>2</sup>Member Devaney does not rely on the evidence that Elliott was the only on-site supervisor available for grievance adjustment. See *Operating Engineers Local 3 (Kaster Corp.)*, 298 NLRB 214 fn. 7 (1990).

Elliott, an individual. Thereafter, on October 17, 1986, the Regional Director for Region 19 of the National Labor Relations Board (the Board) issued a complaint and notice of hearing alleging a violation by International Brotherhood of Electrical Workers Local 1547, AFL-CIO (the Respondent), of Section 8(b)(1)(B) of the National Labor Relations Act (the Act).

On June 12, 1987, pursuant to the parties' stipulation and motion to transfer case to the Board, the Board issued an order granting motion approving stipulation and transferring proceedings to the Board. On November 2, 1987, the Board issued an order rejecting stipulation and remanding to the Regional Director, premised on the Board's determination that, in view of the parties' arguments, the Supreme Court's determination in *NLRB v. Electrical Workers IBEW Local 340 (Royal Electric)*, 481 U.S. 573 (1987), raised issues of fact and law which warranted a hearing before an administrative law judge.

The parties were afforded a full opportunity to be heard, to call, examine, and cross-examine witnesses, and to introduce relevant evidence. Since the close of the hearing, briefs have been received from the General Counsel and counsel for Respondent.

On the entire record, and based on my observation of the witnesses and consideration of the briefs submitted, I make the following

#### FINDINGS OF FACT

##### I. JURISDICTION

Veco, Inc. (Veco) is a State of Alaska corporation with its principal office and place of business in Anchorage, Alaska, where it is engaged in the oil field construction and maintenance business. Veco, in the course and conduct of its business operations, has annual gross sales of goods and services valued in excess of \$500,000, and annually sells and ships goods or provides services from its facilities within the State of Alaska to customers outside the State, or sells and ships goods or provides services to customers within the State, which customers are themselves engaged in interstate commerce by other than indirect means, of a total value in excess of \$50,000. Further, Veco annually purchases and causes to be transferred and delivered to its facilities within the State of Alaska goods and materials valued in excess of \$50,000 directly from sources outside the State, or from suppliers within the State which in turn obtained such goods and materials directly from sources outside the State.

It is admitted, and I find, that Veco is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

##### II. THE LABOR ORGANIZATION INVOLVED

It is admitted that Respondent is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

##### III. THE ALLEGED UNFAIR LABOR PRACTICES

###### A. *The Issue*

The principal issue raised by the pleadings is whether the Respondent has violated Section 8(b)(1)(B) of the Act by

fining a field superintendent for violating certain provisions of the Respondent's constitution and bylaws.

###### B. *The Facts*

Veco is an oil field service and construction company. It has ongoing contracts with various employers for service and maintenance of their facilities at Prudhoe Bay, Alaska (also referred to as the North Slope). During 1986 Veco contracted to perform various services for Arco, including the construction of a 7-mile overhead power line and connecting roads. This particular project was headed by a field (or project) superintendent, William O. Elliott, who was fully responsible for ensuring, according to John Caragan, a Veco vice president, "that the job is done on time, on schedule and under budget."

Elliott, who had been a union member for 30 years, was given full authority to obtain the equipment and tools needed to complete the job. He testified that during his initial employment conversation with Grover Moreland, North Slope construction manager for Veco, Elliott made it clear that one of the conditions for accepting the job was that he be allowed to select the employees.

Elliott reported to work on February 16, 1986. He personally interviewed and hired about 20 employees, including 5 or 6 foremen, and, during the course of the project, fired 2 employees. He established employee classifications, set employee wages according to a company wage scale, and upgraded employees when they merited increases. He scheduled the progress of the job, made up the crew lists, and laid off various employees when certain portions of the job had been completed. Elliott reported to the project manager, stationed at Prudhoe Bay, who primarily handled the paperwork and came out to the jobsite only about once a month. It was Elliott's responsibility to resolve all employee complaints or problems, and the parties stipulated that Elliott "acted as a representative of the Employer in adjusting employee grievances."

Elliott testified that in mid-March 1986, IBEW Business Agent Jim Morgan, and another unidentified individual, came out to the jobsite. Morgan stated that they "were going around visiting jobs." Elliott related the ensuing conversation as follows:

A. They told me it wasn't very union-like for me to be working for a non-union employer. I told them that if they wanted that employer to be union, they should have organized it. And they asked me for a list of the employees that I had.

Q. Again, who asked you for the list?

A. Okay. This would be the person with Jim Morgan, and I still don't know his name, so . . . .

. . . .

Q. Go ahead with that part of the conversation, please.

A. Okay. They—well, Morgan's partner asked me for a list of the employees that we had on the right-of-way working, and I told him that they were not entitled to that. And they asked to speak to the employees. And I told them they could talk to them at the man

camp,<sup>1</sup> but not on Veco's time. And so the person that was with Mr. Morgan got angry and told me that if I didn't quit working for Veco, I wouldn't be able to work on another IBEW project in the state.

Well, at that point, that fellow was really, really mad, and I was starting to smile. And Mr. Morgan took him and left.

Q. What do you mean took him and left?

A. He got him by the arm and took him and put him in their little IBEW rig and they went away.

Q. Was there anything else that you recall being said in that conversation?

A. Other than that I wouldn't work in the state on another IBEW job if I didn't quit for Veco.

The record indicates that at the time of the foregoing conversation Elliott was not aware that on March 7, 1986, William Price, a member of Respondent, who was apparently working for another North Slope employer, filed internal union charges against Elliott alleging violations of Respondent's constitution for "working for Veco as a lineman." The record is clear, however, that at no time was Elliott working with the tools of the trade as a lineman.

About a month later, in mid-April 1986, Elliott received a message from his home in Oregon that there was a registered letter from the IBEW waiting for him. He surmised that it was a union charge against him and immediately returned home after obtaining an agreement with Veco that he could return to the job in about 2 weeks.<sup>2</sup> However, Elliott never returned to the job thereafter.

On June 17, 1986, Respondent's trial board met and heard the charges brought by Price against Elliott. On that date it decided that Elliott had violated certain provisions of Respondent's constitution and bylaws by working for an employer with whom Respondent did not have a collective-bargaining relationship. On June 23, 1986, Respondent notified Elliott of the decision of the trial board.

Elliott was found guilty of violating the following subsections of article XXVII, section 1, of the IBEW constitution:

#### ARTICLE XXVII

##### MISCONDUCT, OFFENSES AND PENALTIES

Sec. 1. Any member may be penalized for committing any one or more of the following offenses:

(1) Violation of any provision of this Constitution and the rules herein, or the bylaws, working agreements, or rules of a L.U. [Local Union].

.....  
(5) Engaging in any act or acts which are contrary to the member's responsibility toward the I.B.E.W., or any of its L.U.'s, as an institution, or which interfere with the performance by the I.B.E.W. or a L.U. with its legal or contractual obligations.

(6) Working for, or on behalf of, any employer, employer-supported organization, or other union, or the representatives of any of the foregoing, whose position is adverse or detrimental to the I.B.E.W.

<sup>1</sup>The "man camp" was Arco's main construction camp where Veco's employees were housed for the duration of the project.

<sup>2</sup>The job was scheduled to be completed before mid-May.

He was also found guilty of violating the following section of the bylaws of Local Union 1547:

Sec. 12. No member shall solicit employment or hire himself out direct to any employer without permission of the Business Manager.

The fines against Elliott for the foregoing violations totaled \$5000, with the understanding that \$2500 of the amount would be suspended if Elliott refrained from engaging in similar violations for 1 year.

In August 1985, Respondent authorized three employees—Gerald R. Smith, Edwin Willis, and Randal G. Prater—to organize the employees of Veco. On or about August 30, 1985, these employees were laid off, allegedly because of their organizing activity.<sup>3</sup>

On April 1, 1986, Respondent again authorized Prater to organize the employees of Veco, and Prater executed a form "organizing letter" outlining his duties and responsibilities.<sup>4</sup> Prater sought work with Veco, apparently not on Elliott's project, and was hired in early June 1986. He worked for Veco for only about 10 days at which time his organizing efforts ceased. On June 30, 1986, James Fowler, a business agent/organizer for Respondent, met with Prater and, apparently, another employee, as part of Respondent's efforts to continue organizing the employees of Veco.<sup>5</sup> However, it appears that thereafter, on about June 21, 1986, because of the scarcity of work opportunities, both Prater and another employee were given permission to seek and maintain employment with Veco on a nonunion basis and were no longer under a commitment to continue their organizing efforts. Nevertheless, their assistance, although not required, continued to be solicited by Respondent, and the parties stipulated that between June 30, 1986, and approximately April 1987, there were no organizing efforts by the Respondent directed at Veco. However, in approximately April 1987, the Respondent did engage in a formal organizing campaign, including the solicitation of cards. This organizing campaign culminated in a letter in July 1987 notifying Veco of Respondent's organizing efforts.

#### C. Analysis and Conclusions

The Supreme Court, in *Electrical Workers IBEW Local 340*, supra at 595, held as follows:

Section 8(b)(1)(B) was enacted to protect the integrity of the processes of grievance adjustment and collective bargaining—two private dispute-resolution sys-

<sup>3</sup>Unfair labor practice charges were filed by Smith (19-CA-17908), Willis (19-CA-17862), and Prater (19-CA-17777). Based on these charges the Regional Director for Region 19 issued a consolidated complaint and notice of hearing. Thereafter on February 24, 1986, the allegations in this complaint were adjusted in a non-Board settlement.

<sup>4</sup>The form "organizing letter" signed by Business Representative/Organizer Jim Fowler and by Randal Prater states that the Respondent has requested that Prater go to work for Veco "as the IBEW is presently trying to organize said company." Further, under the terms of the letter, Prater agrees to cooperate with the Union in its organizing attempt, and to contact the Respondent's representatives, in writing, weekly, to update them on his progress in this attempt; to mail in weekly written reports; to refrain from resigning his employment without permission; and to terminate his employment if advised by the Union.

<sup>5</sup>While a written stipulation of facts states that Prater was not hired by Veco until June 21, 1986, a verbal addendum to the stipulation by Respondent's attorney, which was agreed to by the General Counsel, is consistent with the foregoing and appears to be accurate.

tems on which the national labor laws place a high premium. Although some union discipline might impermissibly affect the manner in which a supervisor-member carries out Section 8(b)(1)(B) tasks or coerce the employer in its selection of a Section 8(b)(1)(B) representative, union discipline directed at supervisor-members without Section 8(b)(1)(B) duties, working for employers with whom the union neither has nor seeks a collective-bargaining relationship, cannot and does not adversely affect the performance of Section 8(b)(1)(B) duties. Consequently, such union action does not coerce the employer in its selection of Section 8(b)(1)(B) representatives.

The question directly presented in the instant case is whether a union restrains or coerces an employer in violation of Section 8(b)(1)(B)<sup>6</sup> of the Act when it fines a supervisor-member who acts both as a representative of the employer in adjusting grievances and, as discussed below, is asked to assist a union that is attempting to organize the employer's employees, for the purported reason that the supervisor-member is violating the union's "no-contract-no-work" rule.

The parties agree that the Court in *Electrical Workers IBEW Local 340* has formulated a threefold test for determining whether a union's discipline of a supervisor-member violates Section 8(b)(1)(B) of the Act: First, the supervisor involved must be engaged in "collective bargaining, grievance adjustment, or some other closely related activity";<sup>7</sup> second, the union must have a collective-bargaining relationship with the employer or seek to have such a relationship in the future;<sup>8</sup> and third, the union's rules or the discipline it imposes for violating its rules must do more than "merely diminish an employer-representative's willingness to serve" in that capacity.<sup>9</sup>

The parties stipulated that Elliott "acted as a representative of the Employer in adjusting grievances." Further it is clear that Elliott was given complete authority over every phase of the project, including labor relations, on a daily basis, from the commencement of the project until its completion, and that he exercised this authority until such time as the Respondent caused him to quit.<sup>10</sup>

The record shows that, in fact, Elliott did adjust employee complaints, problems, or grievances during his tenure with Veco. Further, in *American Broadcasting v. Writers Guild*, 437 U.S. 411 (1978), cited with approval by the Court in

*Electrical Workers IBEW Local 340*, the Supreme Court states, at fn. 25:

It is suggested that there was insufficient proof that the hyphenates who worked actually engaged in grievance adjustment of any kind during the strike. But the findings were to the contrary; and, in any event, there is no question that they were authorized to do so and were available for that purpose when and if the occasion arose. Section 8(b)(1)(B) obviously can be violated by attempting coercively to control the choice of the employer's representative, before, as well as after, the representative has actually dealt with the grievance.

Further, as argued by the General Counsel, it is clear that the Respondent identified Elliott as Veco's representative for purposes of obtaining permission to organize those Veco employees under Elliott's supervision. Thus, Respondent's representatives<sup>11</sup> not only reproached Elliott for working for Veco, but simultaneously requested that he give them a list of Veco's employees on that project and that he grant their request for permission to speak to the employees during working time in furtherance of Respondent's admitted contemporaneous attempt to organize all of Veco's Prudhoe Bay employees.

Respondent argues that the only evidence of any organizing activity is the fact that Prater's employment by Veco overlapped that of Elliott's for 10 days, and that any organizational activity during Elliott's tenure was minimal and, unlike the subsequent activity in 1987, informal. Contrary to Respondent's apparent assertion, it is clear that Prater was not casually requested by Respondent to informally ascertain the level of interest in Respondent among Veco's nonunion employees. Rather, prior to obtaining employment with Veco, Prater was required to execute a very specific agreement, also signed by the Respondent's business representative, stating that "the IBEW is presently trying to organize" Veco, and requiring Prater to cooperate in the organizational attempt and send in weekly written reports to update the Respondent as to his progress. Moreover, Respondent's direct attempt to elicit Elliott's assistance in this endeavor is beyond dispute. Consequently, Respondent's argument does not withstand scrutiny.

Respondent maintains that it is "factually irrefutable" that the Respondent "had no incentive to coerce Veco's choice of collective-bargaining representative in fining Mr. Elliott," and takes the position that its dispute with Elliott was solely motivated by its legitimate role in policing the members' compliance with a valid no-contract-no-work rule. Thus, according to Respondent, its discipline of Elliott cannot be deemed to have coerced or restrained Veco; rather, such discipline was intended to accomplish no other purpose than a legitimate union end sanctioned by the Court in *Electrical*

<sup>6</sup>Sec. 8(b)(1)(B) of the Act provides, in pertinent part, that:

(b) It shall be an unfair labor practice for a labor organization or its agents—(1) to restrain or coerce . . . (B) an employer in the selection of his representative for the purposes of collective bargaining or the adjustment of grievances . . . ."

<sup>7</sup>481 U.S. at 586.

<sup>8</sup>Id. at 2311 and 2313.

<sup>9</sup>Id. at 589-590.

<sup>10</sup>While Elliott testified that he left the project and returned home "voluntarily," it is clear that he did so because he surmised, correctly, that the certified letter awaiting him from the Respondent charged him with the offenses for which he was subsequently fined. Further, Elliott did not quit his job prematurely, as suggested by Respondent. Rather, he took a leave of absence in order to resolve the matter with Respondent, with the intention of returning to work. He subsequently changed his mind, however, deciding that he could not further jeopardize his future employment opportunities and financial situation by continuing to work for Veco. Apparently, Elliott also based his decision on the fact that the job would be completed in several weeks, at which point his employment for Veco would have ended.

<sup>11</sup>The Respondent maintains that Business Agent Morgan did not make any requests of Elliott during the mid-March 1986 conversation, and that therefore the Respondent should not be held accountable for the remarks of the unidentified individual who accompanied Morgan. However, Morgan did nothing, either during the conversation or thereafter, to disengage himself or Respondent from the requests and statements made by the unnamed individual. Nor did Morgan testify in this proceeding. Under the circumstances, I find that the statements and requests of the unnamed individual are attributable to Respondent. See *Iron Workers Local 433 (AGC of California)*, 228 NLRB 1420 (1977); *Teamsters Local 959 (Frontier Transportation)*, 248 NLRB 743, 745 (1980); *University Towers*, 285 NLRB 199 (1987).

*Workers IBEW Local 340*, namely, merely to diminish Elliott's willingness to continue in Veco's employ.<sup>12</sup>

Contrary to Respondent's contention, the record evidence demonstrates otherwise. It is significant that Elliott's testimony stands un rebutted and that the focus of the conversation between Elliott and the two union representatives was organizational in nature. Thus, Elliott, Veco's highest field representative, was first implicitly threatened with discipline, and concomitantly was asked to accede to Respondent's two-fold request, namely, to give the representatives a list of employees, and to permit the representatives to speak to the employees while they were working in the field. When Elliott refused, the unidentified representative became "angry" and "really, really mad," at which point he told Elliott that if he did not quit, he would never work on another IBEW project in the State. Under the circumstances, Elliott could have reasonably surmised that the threat was a direct result of his refusal to cooperate with the representatives, and that he could preclude any adverse repercussions by compromising his position as field superintendent and assisting the Respondent in its organizational activities. Moreover, in the absence of any contrary evidence, I find that a preponderance of the record evidence substantiates this very intent, particularly in view of the fact that, within a short time after Respondent's request to Elliott, Respondent permitted its member, Prater, to work for Veco provided he actively attempt to organize Veco's nonunion employees on behalf of the Respondent. Had Elliott not refused to cooperate with the representatives, it is fair to assume, under the circumstances, that Elliott would have been accorded the same "waiver" from the application of Respondent's constitution and bylaws as Prater.

Thus, from the foregoing, I conclude that the record does demonstrate that Respondent's dispute with Elliott was not limited solely to Elliott's obligations as a member of Respondent, but rather was directly related to Elliott's role as a supervisor who adjusted grievances and, more importantly under the circumstances, possessed and exercised the authority to make decisions which involve, as the General Counsel maintains, "the vital incipient stages of collective bargaining—the organizational campaign." Clearly, organizational activity is a necessary predicate to collective bargaining, and Elliott, in denying Respondent access to Veco's employees, was exercising 8(b)(1)(B) authority within the parameters of the Court's criterion that the supervisor be engaged in "collective bargaining, grievance adjustment, or some other closely related activity."<sup>13</sup>

On the basis of the foregoing, I find that by fining Elliott the Respondent has coerced and restrained Veco in the selection of Veco's representative for the purposes of collective bargaining or the adjustment of grievances in violation of Section 8(b)(1)(B) of the Act, as alleged. *Electrical Workers IBEW Local 340*, supra; *American Broadcasting Co. v. Writers Guild*, supra; *San Francisco-Oakland Mailers Union No. 18 (Northwest Publications)*, 172 NLRB 2173 (1968).

<sup>12</sup>See also *Carpenters Local 14 (Kaplan Properties)*, 217 NLRB 202 (1975).

<sup>13</sup>Supra, fn. 7.

#### CONCLUSIONS OF LAW

1. Veco is, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

3. William O. Elliott has been, at all times material, a representative of an employer, Veco, for the purposes of collective bargaining or the adjustment of grievances.

4. The Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(1)(B) of the Act by restraining and coercing an employer in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances by levying a fine against William O. Elliott.

6. The unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### THE REMEDY

Since I have found that the Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(1)(B) of the Act, I shall recommend to the Board that the Respondent be ordered to cease and desist from engaging in such unfair labor practices. I shall also recommend to the Board that the Respondent be ordered to take certain affirmative action in order to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record in this case, I issue the following recommended<sup>14</sup>

#### ORDER

The Respondent, International Brotherhood of Electrical Workers Local 1547, AFL-CIO, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Restraining and coercing an employer, Veco, in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances by levying a fine against William O. Elliott.

(b) In any like or related matter restraining or coercing Veco in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.

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

(a) Rescind the fine levied against William O. Elliott and expunge from Respondent's records all the documents relating to the internal union charge, trial, and fine.

(b) Notify in writing both Veco and William O. Elliott that the Respondent has taken the foregoing action.

(c) Post at its office in Anchorage, Alaska, copies of the attached notice marked "Appendix."<sup>15</sup> Copies of the notice,

<sup>14</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.

<sup>15</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."

on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representatives, 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 to insure those 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 have been taken to comply.

#### APPENDIX

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

WE WILL NOT restrain and coerce an employer, Veco, in the selection of its representatives for the purposes of collec-

tive bargaining or the adjustment of grievances by levying a fine against Field Superintendent William O. Elliott.

WE WILL NOT in any like or related matter restrain or coerce Veco in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.

WE WILL rescind the fine levied against William O. Elliott and WE WILL expunge from our records all the documents relating to the internal union charge, trial, and fine.

WE WILL notify in writing both Veco and William O. Elliott that we have taken the foregoing action.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547, AFL-CIO