

Local No. 396, International Association of Bridge, Structural and Ornamental Iron Workers, Machinery Movers and Riggers of St. Louis and Vicinity, AFL-CIO (J. L. Harris Steel Contractors, Inc.) and John W. Riffle. Case 14-CB-7770

May 7, 1993

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND OVIATT

On August 14, 1992, Administrative Law Judge Claude R. Wolfe issued the attached decision. The Respondent 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, Local 396, International Association of Bridge, Structural and Ornamental Iron Workers, Machinery Movers and Riggers of St. Louis and Vicinity, AFL-CIO, St. Louis, Missouri, its officers, agents, and representatives, shall take the action set forth in the Order.

¹The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The judge inadvertently referred to James Nelson as the Respondent's superintendent, rather than as the Employer's superintendent.

²In adopting the judge's conclusion that the Respondent violated Sec. 8(b)(1)(B) of the Act, we note that because an objective of the Respondent's conduct was to cause the Employer to remove John Riffle from his position as foreman and to hire instead members of the Respondent for that position, the Respondent's conduct constituted direct coercion of the Employer's selection of 8(b)(1)(B) representatives. *Masters, Mates & Pilots (Marine Transport)*, 301 NLRB 526, 528 (1991).

Lynette K. Zuch and Dorothy D. Wilson, Esqs., for the General Counsel.

Barry J. Levine, Esq., for the Respondent.

DECISION

CLAUDE R. WOLFE, Administrative Law Judge. This proceeding was litigated before me at St. Louis, Missouri, on June 10, 1992, pursuant to charges filed by John W. Riffle on January 8, 1992, and amended on February 10, 1992, and

complaint issued February 12, 1992, alleging that the above-named labor organization (Respondent) violated Section 8(b)(1)(B) of the National Labor Relations Act (the Act) by causing and attempting to cause J. L. Harris Steel Contractors, Inc. (Harris) to remove Riffle from his job as a foreman. The Union denies the commission of unfair labor practices.

On the entire record, and after considering the testimonial demeanor of the witnesses and the posttrial briefs submitted by the parties, I make the following

FINDINGS OF FACT

I. BUSINESS OF THE EMPLOYER (HARRIS)

Harris is a corporation engaged as a construction contractor furnishing and installing reinforcing steel, posttensioning systems, miscellaneous iron, and related items, with principal offices in Jeffersontown, Kentucky, and Arnold, Missouri. In the conduct of this business during the 12-month period ending January 31, 1992, Harris purchased and received at its Arnold, Missouri facility goods valued in excess of \$50,000 directly from points outside the State of Missouri and has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act at all times material to this proceeding.

II. LABOR ORGANIZATION

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

III. THE ALLEGED UNFAIR LABOR PRACTICES¹

John W. Riffle was working as a foreman for Harris at the Bissell Point Trickling Filter Project on January 6, 1992,² when the events with which this proceeding is concerned commenced. Riffle has been employed by Harris as a foreman at various jobsites for about 10 years. The complaint alleges, Respondent admits, and I find that at all times material to this proceeding Riffle has been a foreman for Harris, a supervisor within the meaning of Section 2(11) of the Act, and a representative of Harris for purposes of collective bargaining or the adjustment of grievances within the meaning of Section 8(b)(1)(B) of the Act. He is a member of Respondent's sister Local No. 301, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO, which is officed at Charleston, West Virginia. The parties stipulated that Riffle paid weekly travel service fees to Respondent and was issued travel dues receipts during the period from April 3, 1991, through the week of December 30, 1991, and further stipulated that Riffle tendered travel service dues on January 6, 1992, but Respondent refused to accept and continues to refuse to accept this tender or to issue a re-

¹Much of the evidence from which the factfindings are drawn is uncontroverted. Where credibility resolutions are necessary, they have been made after consideration of relevant objective evidence, the inherent probabilities in all the circumstances, the presence or absence of convincing corroborating testimony, inconsistencies and evasions, the common fallibility of human recollection of minute detail, the interests of witnesses in the outcome of the litigation, and comparative testimonial demeanor. It is obvious from the findings which witnesses were credited and which were not.

²All dates are 1992 unless otherwise noted.

ceipt for travel service fees to Riffle who continues to be a paid-up member of Local 301.

The constitution of the International Association of Bridge, Structural and Ornamental Iron Workers, Respondent's parent, provides in article XXI, Local Unions, in relevant part, as follows:

Sec. 35. Members of one Local Union shall not seek employment, be employed, or remain at work at the trade within the territorial jurisdiction of another Local Union without the consent of such other Local Union, which consent may be evidenced by its acceptance of the clearance card presented to it by the member involved, as provided in the Constitution or by the issuance of the service dues receipt hereinafter described.

Then the member involved shall be entitled to receive and required to secure successively, during the period within which said consent be granted and the member's work continues, such number of weekly service dues receipts as shall be issued to the member by the said Business Representative under the regulations established by the General Executive Board. Such service dues receipts shall, for the period issued, allow the holder thereof to seek, accept, and hold employment within the territorial jurisdiction of such other Local Union out of which said service dues receipts shall be issued and in accordance with the procedures of employment provided for in the bargaining agreement in effect in the territorial jurisdiction of such other Local Union, but subject always to such regulations as shall be imposed thereon by the General Executive Board.

Sec. 53. No Local Union shall for any cause whatsoever deprive members of this Association of their General Foremen, Superintendents or Foremen's rights unless approved by the General Executive Board.

The current collective-bargaining agreement between Respondent and Harris contains a salary schedule for foremen and general foremen as well as the following provisions concerning their selection:

ARTICLE 6

Foreman

Section 6.01 Where two (2) or more journeymen are employed, one (1) shall be selected by the Employer to act as foreman and receive foreman's wages, and the foreman is the only representative of the Employer who shall issue instructions to the employees.

There shall be no restriction on the part of the Union as to the employment of foremen or pushers. The Employer may employ on one piece of work as many foremen or pushers as in his judgment is necessary for the safe, expeditious and economical handling of the same.

Section 6.02 When two (2) or more foremen are employed on one job doing the same type work by the Employer, one (1) of them, as designated by the Employer, shall act as General Foreman and receive General Foreman's wages. Appointment as General Foreman shall in no way relieve such employee of his duties as foreman.

Section 6.03 There shall be a foreman in each sheeting gang and a foreman in each raising gang. A minimum of one (1) foreman shall be appointed to cover all other work on the same job when there are more than two (2) Iron Workers Involved.

Until January it had been the practice, by agreement of the parties to the contract, for Harris to advise Respondent of the identity of those employees it had designated foremen. Respondent would then investigate to assure the designees were paid-up members of their home local union. After which Respondent, on payment by the foremen of a weekly travel service fee of \$5, would issue them receipts. This had been the practice with Riffle who would pay the fee through the job steward, Joseph Hunt III, on the Friday prior to the week for which it was due. Hunt then delivered the fee to the Respondent's office, secured a receipt, and delivered the receipt to Riffle on the Monday of the week for which it was paid.

James Nelson, Respondent's superintendent, credibly testified that he called Hunt on the evening of January 5 and reminded him to pick up Riffle's travel service fee receipt for the following week beginning January 6. Riffle was on vacation and had left money to pay the fees with Hunt.³ On the morning of January 6, between 7:15 and 7:45 a.m. according to Robert Boulware, Respondent's business manager, Hunt told Boulware he had come to pick up the travel service fee receipt for Riffle. Boulware told him the receipt would not be issued and gave Hunt no reason for this decision. Boulware testified he continued to refuse to give any reason to Riffle or Harris for the refusal to accept fees and issue a receipt up to and during his testimony before me when he stated, with a degree of arrogance in manner and delivery, he did not believe he had to have a reason for his action and simply did not want to receive the fees and issue the receipt to Riffle. Pressed by me, he finally testified that his reason was his concern over Riffle's presence on another project the week prior to January 6 without the appropriate payment of travel fees. There is no evidence other than Boulware's bare assertion that Riffle appeared on another project on January 2 or 3 that this was indeed the case. Boulware's reluctant testimony that this occurred and was the reason for refusing Riffle's fees had not the ring of truth and is not credited.

Returning to the jobsite on January 6, Hunt returned the proffered fee to Riffle and told him his "work permit" would not be renewed and Riffle could work on January 6 but had to then leave the job. Asked why, Hunt advised that Boulware had said work was "intermittent."⁴ Riffle reported this to Nelson. I believe Nelson was mistaken when he testified Hunt advised him on January 6 of the refusal to accept Riffle's fee tender and told Nelson to instruct Riffle not to work after January 6. In concluding it was in fact Riffle, not

³I do not credit Hunt that he had no such call from Nelson. Hunt was not a particularly convincing witness on this point and he returned the fee early on the morning of January 6 after he had been told at the Respondent's offices away from the jobsite between 7:15 and 7:45 a.m. that morning, according to Respondent's business manager, Boulware, that no permit would be issued Riffle which, together with the fact the work at the site began at 7 a.m., further persuades me it is most probable Hunt was given the fee, pursuant to the standard practice, the previous week.

⁴Riffle was a more convincing witness than Hunt and is credited where they conflict.

Hunt, who advised Nelson of Hunt's message on January 6, I have noted Hunt's denial, Riffle's testimony he so told Nelson, and Deborah Basham's credited testimony Nelson told her on January 6 that Riffle had reported Hunt's conduct to Nelson. Riffle also called Basham on January 6 concerning the refusal to accept and receipt his travel service fees. Basham is Harris' area manager. She assured Riffle she would get the matter cleared up the following day.

On January 7, at about 7 a.m., Nelson called Basham and advised that Hunt had told Riffle he could not go to work that day because he did not have the fee receipt. That morning at about 7 a.m. Hunt had reminded Riffle, as Riffle started to don his tool belt preparatory to starting work, that he could not work. This Nelson overheard and reported to Basham.

Within minutes of this confrontation with Hunt, Riffle called Boulware and asked why Boulware would not renew his work permit.⁵ Boulware replied that work was intermittent and he was not going to renew the work permit.⁶ Basham called Boulware later that day and they agreed to meet at the jobsite. During this conversation Basham asked what the problem was with Riffle's work permit. Boulware replied he had people out of work, was not going to renew the permit, the job could be handled without Riffle, it was not right to renew permits when his people were not working, and Riffle would not work that day.⁷

Nelson, Riffle, and Basham met with Boulware, Hunt, and James Hathman, Respondent's business agent, at Harris' jobsite trailer that forenoon for a very few minutes. Basham asked Boulware to renew Riffle's work permit. He refused. At Basham's urging, Riffle made the same request and got the same response. Basham credibly testified that some time during this conversation, Boulware said Respondent had many members out of work and was tired of Harris bringing in out-of-town people who join Local 396 and then go on to work for other area contractors. Hathman testified in like manner as follows:

Q. Did the union tell you why, did Mr. Boulware tell you why John Riffle's travel service dues were not received?

A. The statements earlier, it was said we had many, many unemployed and usually when you are unemployed or laid off, that means that you don't have a job. If you are from out of town, it is usually a practice that you don't come back or you can come back as a supervisor, but if we don't issue a permit, we don't issue a permit.

Q. Is this what Boulware told you as to why he did not issue the travel service dues receipt?

A. That was the statement was made that day.

Q. By Mr. Boulware?

A. Yes.

After Boulware's refusals to renew, Basham turned to Riffle and advised him to get a lawyer. At this point Hathman,

who had been silent, broke into the conversation. Basham and Riffle testify that Hathman told Riffle to "get the fuck off the job." Nelson elaborates that when Basham told Riffle to get a lawyer, Hathman said, "No, you don't want to do that," and, when Basham asked why, said "Go get you a damn lawyer, but you get the fuck off of this job right now." According to Hathman:

I said, Debby, please don't do this. I believe her statement was, God damn it, Jimmy, I am not going to let Red do this to me. Something to that effect.

Q. But she used the term, God damn it?

A. Yes, I believe that was the statement. Anyway, I stepped outside with Red and I said, John, don't do this. I said, come on, Red, let's get the fuck out of here.⁸

No one but Hathman imputes swear words to Basham. Hunt recalls that Hathman said, "Debby, you get the best lawyer you can, I am getting the fuck off this jobsite." Boulware testifies Hathman says something like "Let's get the fuck out of here."

Hathman's testimony that he was upset about a brother union member getting an attorney and/or going to the NLRB even though he had a job is a clear indication that his ire was directed at Riffle. It is also fair to conclude from the credited testimony concerning Boulware's statements that Boulware's refusal to accept Riffle's travel permit fees stemmed from his resentment that Riffle, a member of a distant local, was working while many of Respondent's members were not. The record furnishes no other remotely colorable reason for the refusal to accept Riffle's payment. What happened here, I believe, is that Respondent was attempting to force Riffle off the job and thus possibly create a position for one of its people. Angered at the advice that Riffle get a lawyer to oppose Respondent, Hathman just "blew a fuse" and vented his spleen on Riffle by ordering him off the job as Riffle, Nelson, and Basham claim.⁹ Riffle left the site and did not return to work for Harris until April 8.

In the interim period Riffle filed the charge in the instant case on January 8 and the parties engaged in the written exchanges set forth below, in pertinent part.

On February 14, Respondent's counsel directed a letter to Harris advising, inter alia:

As you have been previously advised, Iron Workers Local 396 has no opposition to continued employment of Mr. Riffle by J. L. Harris Steel Contractors, Inc. as a supervisor. Iron Workers Local 396 has not and does not request that Mr. Riffle or any other supervisory employee of J. L. Harris Steel Contractors, Inc. be terminated from employment for any reason connected with membership in Local 396 or any other labor organization whether affiliated with the International Association of Bridge, Structural and Ornamental Iron Workers or any one else.

⁸Red is Boulware's nickname.

⁹It is obvious from this conclusion that I have credited Riffle, Nelson, and Basham that Hathman directly ordered Riffle off the jobsite.

⁵The travel service fee receipt is sometimes referred to as a "work permit" or "dobie."

⁶Boulware's denial that he gave Riffle any reason for his action is not credited.

⁷Basham, a more convincing, detailed, and straightforward witness than Boulware, is credited.

Iron Workers Local 396 will, however, insist that its collective bargaining agreement with J. L. Harris Steel Contractors, Inc. be complied with for employment of journeymen iron workers as referred to in the collective bargaining agreement. To that extent the referral procedure set forth in the collective bargaining agreement must be complied with for employment of journeymen iron workers.

Basham replied on February 18:

Regarding your letter I received this date, actually after reading it several times I don't recall any prior conversations with representatives from Iron Workers Local 396 advising J. L. Harris Steel Contractors, Inc. of anything except what took place at Bissell Point Project on January 7, 1992. Mr. John Riffle was denied "permit" from Business Manager, Robert "Red" Boulware, and quote Business Agent, Jim Hathman (Jim Hathman to John Riffle) You get the Fuck off the jobsite.

Mr. Levine, due to the circumstances regarding Mr. John Riffle's employment, he was reprimand[ed] by Union Officials and it's the Union Officials that need be informed of the contents in collective bargaining agreement. Mr. Riffle was not terminated by any representatives of JLH Steel Contractors, Inc., Iron Workers Local 396 representatives opposed Mr. Riffle's employment. Since Union Officials terminated Mr. Riffle personally it would be only adequate to address Mr. Riffle directly.

J.L. Harris Steel has always been in compliance with employment of Journeymen Iron Workers as stipulated in collective bargaining agreement and will continue to do so. If Union Representatives would abide by their working agreement Mr. John Riffle would be working today instead he's been out of a job for approximately 43 working days.

This drew the following rejoinder from Respondent's counsel on February 26, again in relevant part:

Your letter dated February 18, 1992 has been received. I assume that it is intended to respond to correspondence dated February 14, 1992 regarding the employment by J. L. Harris Steel Contractors, Inc. of John Riffle. To make it absolutely clear to you and to J. L. Harris Steel Contractors, Inc., Iron Workers Local 396 has no opposition to the employment by the company of Mr. Riffle as supervisor as defined in the National Labor Relations Act and/or as defined in the collective bargaining agreement in effect between the parties.

Your response to the advice given you on behalf of Iron Workers Local 396 makes no sense and can only be interpreted to mean that J. L. Harris Steel Contractors, Inc. has absolutely no desire to hire Mr. Riffle. Iron Workers Local 396 does not employ iron workers for and on behalf of your company. Iron Workers Local 396 represents iron workers employees that are employed by J. L. Harris Steel Contractors, Inc. You are free to hire Mr. Riffle has [sic] a supervisor and if you desire to hire journeymen iron workers, then you are to comply with the collective bargaining agreement relating to employment of journeymen and apprentices.

Continued failure of your company to hire Mr. Riffle because of any activities that you perceive of Iron Workers Local 396 shall require the union to take appropriate legal action against J. L. Harris Steel Contractors, Inc., including, but not limited to the filing of unfair labor practice charges against your company and such economic action as may be deemed appropriate in the circumstances.

Basham again replied to Respondent on March 2 as follows:

Regarding your letter dated February 26, 1992: J. L. Harris Steel Contractors, Inc. has no objection to Mr. Riffle returning to the same job capacity and duties he had on or before January 7, 1992. Mr. Riffle was employed as a Foreman Ironworker as defined in the collective bargaining agreement JLH has with Ironworkers Local 396. Mr. Riffle's request has always been and will continue to be for his fringe benefits be paid into Ironworkers Local 396, but as of this date Mr. Riffle has not receive written confirmation his "permit" has been renewed therefore he has not returned to his job status prior to being ordered off the Bissell Point Project.

As soon as Mr. Riffle or JLH receives written confirmation Mr. Riffle has been reinstated to same Foreman status as before and his "permit" will be issued I'm sure J.L. Harris Steel & Mr. Riffle can get back to our good relationship we have always had with Ironworkers Local 396 and their representatives. I certainly hope JLH has make their position clear and there is no misunderstanding, we'll be glad to welcome Mr. Riffle back to his Foreman position.

The foregoing exchange of letters add nothing material to this case. The matters alleged to be unfair labor practices took place before the letter writing began and the messages in these writings are irrelevant and void of probative weight with respect to those allegations. Moreover, I agree with the General Counsel that the studied avoidance of the use of the word "foreman" in the Respondent's letters and the oral statements of its agents, with the substitution of "supervisor" and "supervision" creates an ambiguity. Therefore, to the extent the letters from Respondent may be an effort to avoid liability they are not successful because they do not directly address the restoration of Riffle to his job as foreman. The mere statement that Respondent does not oppose his reemployment as a "supervisor" simply does not suffice.

Conclusion

Section 8(b)(1)(B) of the Act makes it an unfair labor practice for a labor organization or its agents "to restrain or coerce . . . an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances." The parties agree John W. Riffle has been a statutory supervisor and a representative of Harris for the purposes of collective bargaining or the adjustment of grievances within the meaning of Section 8(b)(1)(B) at all times material. When Boulware decided not to accept or issue a receipt for Riffle's travel service fees his plan, I conclude, was to force Riffle off the job and thus create an opening for an unemployed member of Local 396. It was reasonably predictable, as Boulware well knew, that Riffle,

a member in good standing of Respondent's sister local, would not choose to continue to work if his fees were not accepted and he was directed by Respondent's agents, as he was, to leave the job, and, as Basham testified without contradiction, the failure to pay travel service fees would bar him from participation in the fringe benefit funds administered by Respondent. Boulware's real motive in withholding the fee receipt is made crystal clear by his statement at the January 7 meeting at the jobsite trailer that he did not care if Riffle worked as a supervisor like Nelson. Nelson is a superintendent not covered by the collective-bargaining agreement, and all Boulware was really saying was he had no objection to Riffle working in a supervisory role not covered by the agreement, thus leaving intact his objection to Riffle working as a foreman because that position is covered by the agreement and could, should in Boulware's view, be occupied by one of Respondent's members. Put another way, Respondent's efforts to equate Riffle's status with that of Nelson, a supervisor not covered by the collective-bargaining agreement, amounts to nothing more than an evasion of the plain fact the object of Respondent's conduct was indeed to open up a foreman's position for another employee.

The alteration of an established practice of routinely issuing travel service fee receipts for fees appropriately tendered was effected in an effort to force Riffle from his foreman's position, a position covered by the collective-bargaining agreement, and thus provide a vacancy for Respondent's members. This rejection of Riffle's proffer of fees for an ulterior motive, accompanied by statements by Respondent's agents to Riffle and Harris officials that Riffle could not work after January 6, culminating in Hathman's angry order on January 7, in the presence of Basham and Nelson, that Riffle get off the job instanter, all viewed together, warrant a conclusion Respondent violated Section 8(b)(1)(B) of the Act by coercing and restraining Harris¹⁰ in the selection of Riffle as its representative for the purposes of collective bargaining or the adjustment of grievances because Respondent wished to supplant him with one of its members.

Respondent's contention that the fault for not continuing to employ Riffle as a foreman for a time after January 6 must lie with Harris who could have lawfully retained him strikes me as a rather unusual complaint by Respondent that its efforts were successful. Be that as it may, even if the efforts to dislodge Riffle had proven unsuccessful and whether Harris could have retained Riffle continuously regardless of Respondent's efforts, the directions of the various union agents to Riffle and other company representatives that Riffle must get off the jobsite standing alone were clearly coercive and restraining and violated Section 8(b)(1)(B). See, e.g., *Teamsters Local 610 (Bianco Mfg.)*, 236 NLRB 1048 (1978), enf. 594 F.2d 1218 (8th Cir. 1979).

CONCLUSIONS OF LAW

1. By refusing to accept and furnish a receipt for the payment of travel service fees by John W. Riffle, by telling John

¹⁰In addition to the coercive and restraining effect of Respondent's conduct in the presence of Nelson and Basham, the coercive conduct directed at Riffle out of the presence of Nelson and Basham was indirect coercion of Harris through its representative. See, e.g., *Elevator Constructors Local 36 (Montgomery Elevator)*, 305 NLRB 53 (1991).

W. Riffle and his Employer that John W. Riffle would not be permitted to work as a foreman on the Bissel Point Tricking Filter Project jobsite after January 6, 1992, and by ordering John W. Riffle, in the presence of the Employer's representatives, to leave the jobsite thereby attempting to cause and causing the departure of John W. Riffle from the jobsite, Respondent restrained and coerced J. L. Harris Steel Contractors, Inc. and its agents in the selection of its representative for the purposes of collective bargaining or adjustment of grievances in violation of Section 8(b)(1)(B) of the Act.

2. The aforesaid unfair labor practice affects commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

In addition to the usual cease-and-desist and notice-posting requirements my recommended Order shall require Respondent to notify Riffle and Harris in writing that it has no objection to Riffle's employment as a foreman by Harris on any of its jobsites with all the benefits to which he is entitled under the collective-bargaining agreement including, but not limited to, participation in the various funds described in article 5 of the agreement, and to make John W. Riffle whole for wages and any other benefits lost between January 6 and April 8, 1992, the backpay and thereon to be computed in the manner prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), and *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹¹

ORDER

The Respondent, Local 396, International Association of Bridge, Structural and Ornamental Iron Workers, Machinery Movers and Riggers of St. Louis and Vicinity, AFL-CIO, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Refusing to accept or furnish a receipt for the tender of travel service fees by John W. Riffle when he works on a Harris project as a foreman in Respondent's jurisdiction.

(b) Telling John W. Riffle and/or J. L. Harris Steel Contractors, Inc. that John W. Riffle will not be permitted to work as a foreman for the Employer on the Bissel Point Tricking Filter Project or any other jobsite of the Employer located in the territorial jurisdiction of Respondent, or ordering John W. Riffle to leave his employment as foreman on any such project.

(c) In any like or related manner restraining or coercing J. L. Harris Steel Contractors, Inc. in the selection and retention of its representatives for the purposes of collective bargaining or the adjustment of grievances.

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

(a) Notify John W. Riffle and J. L. Harris Steel Contractors, Inc. in writing it has no objection to the employment of John W. Riffle as a foreman by J. L. Harris Steel Contractors, Inc. on any of its jobsites within the jurisdiction of Re-

¹¹If 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.

spondent, with all the benefits to which John W. Riffle is entitled by the terms of the collective-bargaining agreement between Respondent and J. L. Harris Steel Contractors, Inc.

(b) Make John W. Riffle whole for any loss of earnings and other benefits suffered between January 6 and April 8, 1992, as a result of Respondent's unlawful conduct, with interest thereon, in the manner set forth in the remedy section of this decision.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its offices and meeting halls copies of the attached notice marked "Appendix."¹² 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) Furnish to the Regional Director copies of the notice for posting by J. L. Harris Steel Contractors, Inc., if the Employer is willing, in places where they customarily post notices to their employees.

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

¹²If 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 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 refuse to accept or furnish a receipt for the tender of travel service fees by John W. Riffle when he works on a project in our jurisdiction as a foreman for J. L. Harris Steel Contractors, Inc.

WE WILL NOT tell John W. Riffle or other representatives of J. L. Harris Steel Contractors, Inc. that he cannot work as a foreman for the Employer on any of its jobsites located in our territorial jurisdiction, nor will we order John W. Riffle to leave his employment as a foreman on any such project.

WE WILL NOT in any like or related manner restrain or coerce J. L. Harris Steel Contractors, Inc. in the selection and retention of its representatives for the purposes of collective bargaining or the adjustment of grievances.

WE WILL notify John W. Riffle and J. L. Harris Steel Contractors, Inc. in writing that we have no objection to the employment of John W. Riffle as a foreman by J. L. Harris Steel Contractors, Inc. on any of its jobsites within our jurisdiction with all the benefits to which John W. Riffle is entitled by the terms of our collective-bargaining agreement with J. L. Harris Steel Contractors, Inc.

WE WILL make John W. Riffle whole for any loss of earnings or other benefits suffered between January 6 and April 8, 1992, as a result of our unlawful conduct, with interest thereon.

LOCAL NO. 396, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS, MACHINERY MOVERS AND RIGGERS OF ST. LOUIS AND VICINITY, AFL-CIO