

**International Brotherhood of Electrical Workers,  
Local 98 (Total Cabling Specialists, Inc.) and  
Communications Workers of America, Local  
13000.** Case 4-CD-1071-1

June 30, 2003

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN  
AND WALSH

On March 6, 2003, Administrative Law Judge Joel P. Biblowitz issued the attached decision. The Respondent filed exceptions and a supporting brief, the General Counsel and Charging Party filed answering briefs, and the Respondent filed a reply 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<sup>1</sup> and briefs and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order.<sup>2</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 98, AFL-CIO, Philadelphia, Pennsylvania, its officers, agents, and representatives, shall take the action set forth in the Order.

*William Slack Jr., Esq.*, for the General Counsel.  
*Jonathan Greystone, Esq. (Margolis Edeldstein)*, for Total Cabling Specialists.  
*William Josem, Esq. (Cleary & Josem LLP)*, for the Respondent.  
*Charles Szymanski, Esq. (Markowitz and Richman)*, for the Charging Party.

<sup>1</sup> No exceptions were filed to the judge's finding that the Respondent violated Sec. 8(b)(4)(ii)(D) by engaging in coercive conduct with an object of forcing General Dynamics Government Systems Corporation and/or Total Cabling Specialists, Inc. to reassign voice and data cable work to employees represented by the Respondent.

<sup>2</sup> We agree with the judge that a broad cease-and-desist order against the Respondent is warranted based on its violation of Sec. 8(b)(4)(ii)(D) in this case, its violation of Sec. 8(b)(4)(i) and (ii)(B) in *Electrical Workers Local 98 (Telephone Man)*, 327 NLRB 593 (1999), and its conduct in the prior 10(k) cases relied on by the judge. Accordingly, we find it unnecessary to pass on whether a broad order would be warranted based solely on the Respondent's conduct in those prior 10(k) cases.

In adopting the judge's recommendation of the broad order against the Respondent, we do not rely on his discussion of the judge's decision in *Electrical Workers Local 98 (MCF Services, Inc.)*, JD-52-00 (2000), as that case is pending before the Board.

DECISION

STATEMENT OF THE CASE

JOEL P. BIBLOWITZ, Administrative law Judge. This case was heard by me on January 27, 2003, in Philadelphia, Pennsylvania. The complaint herein, which issued on October 1, 2002, and was based upon an unfair labor practice charge that was filed on September 21, 2001,<sup>1</sup> by Communications Workers of America, Local 13000 (CWA) alleges that International Brotherhood of Electrical Workers, Local 98 (Respondent and/or Local 98) violated Section 8(b)(4)(i) and (ii)(D) of the Act by threatening an agent of General Dynamics Government Systems Corporation (GDGSC) and thereby has induced and encouraged an individual employed by GDGSC to refuse to perform services at the jobsite and has threatened, coerced, and restrained GDGSC, with an object of forcing GDGSC or Total Cabling Specialists, Inc. (TCS), to assign certain work to Respondent's members, rather than to TCS's employees who were members of, and were represented by, CWA.

FINDINGS OF FACT

I. JURISDICTION

Respondent admits, and I find, that GDGSC and TCS are each employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION STATUS

Respondent admits, and I find, that it and CWA are each labor organizations within the meaning of Section 2(5) of the Act.

III. THE FACTS

The issue herein relates to work being performed at the Public Ledger Building (the facility) in Philadelphia, Pennsylvania. In about August, the General Service Administration (GSA) contracted with GDGSC to perform voice and cable data work at three office suites at the facility. GDGSC, in turn, subcontracted this work to TCS, whose employees are represented by the CWA. The individuals involved in this matter are Christopher Martinez, telecommunications specialist for GDGSC, James Chaney, Martinez' superior at GDGSC, James Mengel, who is employed by the U.S. Department of Health and Human Services as an executive officer in the office of the regional director and, at times, acting regional director, and Raymond Della Vella, an organizer for the Respondent.

By Decision and Determination of Dispute dated September 12, 2002, at 337 NLRB No. 188, involving the situation herein, the Board found, inter alia:

1. Employees of Total Cabling Specialists, Inc. represented by Communications Workers of America, Local 13000, are entitled to perform voice and data cable work at the Public Ledger Building in Philadelphia, Pennsylvania, and wherever the jurisdictions of Local 13000 and Local 98 coincide.

<sup>1</sup> Unless indicated otherwise, all dates referred to herein relate to the year 2001.

2. International Brotherhood of Electrical Workers, Local 98, is not entitled by means proscribed by Section 8(b)(4)(D) of the Act to force Total Communications Systems, Inc. to assign the disputed work to employees represented by it.

During the period involved herein, Martinez' employment with GDGSC was at the facility, where he maintained an office. His job, at that time, was to coordinate with, and oversee the work of the TCS employees at the office suites involved herein. In fact, he had recommended that TCS obtain the work because he had a friend who was employed by TCS. TCS, which began performing the work at the facility in about mid-August, had two employees at the facility performing the work pursuant to its subcontract from GDGSC. Martinez testified that on about August 26, while he was at the facility going to one of the suites where the work was being performed, he was stopped by Della Vella, who asked him who was doing the work there.<sup>2</sup> Martinez responded by saying, "[W]e were." Della Vella then asked if he had the required permits and Martinez said that he wasn't sure. Della Vella said that he was from licensing and inspection and he was wondering if they had the required permits. Martinez said that was something that his boss would have to straighten out, and they went to Martinez' office. Martinez went into his office and he asked Della Vella and his associate to wait outside. Martinez called Chaney and told him that a union representative was questioning him about permits, and Chaney said that he should tell Della Vella to call him. He went outside his office to tell Della Vella to call Chaney, but he saw him walking down the hall into Mengel's office. When he got to Mengel's office, Della Vella and his associate were seated at a conference table with Mengel. When Martinez entered the room, Mengel left. Della Vella asked him why they weren't using union labor on the jobs and Martinez said that they were using union labor, the CWA. Della Vella said, "Well, we don't recognize them as a union." He also said that Local 98 wanted the work, and by the time he was done, he would be running the city of Philadelphia. Martinez laughed and Della Vella said that if he wanted to play that game, "it would get rough, and that he knew where I lived out in [Royersford]." Martinez laughed and said, "Go ahead, it's an old address."<sup>3</sup> Della Vella said, "We'll see," and Martinez gave him Chaney's telephone number, and he left.

Mengel testified that on August 26, while he was in his office at the facility, Della Vella and his associate came into his office. Della Vella said that, as far as he was concerned, there was a problem with the job that was being performed in his office. Mengel asked what he meant, and Della Vella said that

<sup>2</sup> Martinez testified that Della Vella "basically represented himself from . . ." the city's Licensing and Inspection Department, although he also testified that Della Vella gave him his card, which identified him as an organizer for Local 98. This same issue arose in the 10(k) hearing on November 28, 2001. At that time, Martinez testified that Della Vella asked to see the permits and when Martinez asked who he was, he said, "Well, my name is Ray Della Vella from Licenses and Inspections," but the weird thing is he handed me a Local 98 card."

<sup>3</sup> In about 1994 or 1995, when Martinez was a member of Local 98, he lived in Royersford.

the cable work being performed at the offices required permits that had not been granted and that there could be safety issues. That the union performing the work should not be doing it, and that the work should be stopped and that he reserved the right to either protest or notify Bob Brady, the congressman representing the district, and other "political people" regarding the work. Mengel told Della Vella that he would contact the appropriate person and would give Della Vella his name. Mengel testified that the tone of this conversation was "superficially affable." Sometime during this discussion, Martinez came into the office and Mengel did not want to be in a situation with both sides at the same time, so he asked Martinez to wait, and he would speak to him later.

Della Vella testified that on about August 27 he received a telephone call stating that cabling work was being performed at the facility. He went to the facility with an associate, Larry Del Spechio, "to insure that area wages were met, benefit standards. Check for license and permits and make sure that the playing field is kept level . . . it's been my experience that contractors who don't obtain the necessary license and permits usually are not living up to the area wages and standards and are breaking the law." He went to the fourth floor of the facility and saw Martinez. They exchanged greetings, he said that he was from Local 98, and gave Martinez his business card. He asked Martinez if he was working on a project on the floor and Martinez said that he was in charge of the project. Martinez gave some initials for the name of the contractor, but Della Vella could not recollect what they were. Della Vella asked him if a permit had been obtained for the job and Martinez said that the permits were in his office. As they were walking to his office, Martinez said that he was a former member of Local 98, but that they had "fucked him." Del Spechio asked him what happened, but Martinez never really responded. Martinez went into his office, while they waited outside. After waiting for a couple of minutes, they decided that Martinez wasn't going to come out of his office and they went to the office where the job was being performed, at U.S. Department of Health and Human Services, where they met Mengel. Della Vella was questioned by counsel for the General Counsel as to why he spoke to Mengel, the tenant at the facility:

Q. Why did you want to talk to the tenant?

A. To inform them that the permits weren't posted, that we didn't see no [sic] permits on the site and that we believed that the work that was being performed in there was being performed illegally.

Q. You had no reason to think that the United States Department of Health and Human Services was actually doing the work, did you?

A. We felt that they had contracted to do that work.

Q. But they weren't actually doing it, right?

A. No, they weren't doing it.

Q. So they would have had no reason to get the permits; is that true?

A. No.

Q. So why did you feel it was necessary for you to speak to them about why permits were necessary?

A. Because most clients want the work performed in their space or leased areas to be in compliance with the local codes and ordinances, so we felt that that was a direct concern to them.

Q. What were you hoping that individual you spoke to, Mr. Mengel, would do?

A. I was hoping that he would make whoever was performing the work obtain the necessary permits.

At some point Martinez walked into the conference room, and Della Vella told Mengel: "Our conversation does not concern him. Our meeting is not with him, it's with you." Mengel asked Martinez to leave, which he did. Della Vella explained to Mengel that cabling work such as was being performed at the facility required certain permits from the city. Mengel said that he had no responsibility for contracting, but that he would obtain the name of somebody from GSA for Della Vella to speak to. Mengel gave him the name of an individual from GSA whom Della Vella called. Della Vella testified that he never told Mengel that he would protest to Congressman Brady. He testified further that he never told Martinez that Local 98 did not recognize the CWA, that it runs the city, or words to the effect, or that he knew where Martinez lived. Finally, Della Vella testified that he does not recall whether he told Mengel that he reserved the right to protest.

Chaney testified that on about August 27, he received a call from Martinez saying that he had been approached "in a hostile manner" by a union representative who wanted to know why the IBEW was not performing the work at the facility.<sup>4</sup> He told Martinez to have him call him, and Della Vella called him shortly thereafter. After identifying himself, Della Vella said that Chaney was required to use an IBEW contractor. Chaney said that they were using a union contractor that met the Federal pay scale requirements. Della Vella said that wasn't sufficient, that low voltage permits were required, and only an IBEW licensed electrician could obtain the permits. Chaney said that he had no contacts with IBEW contractors, and Della Vella offered to send him a list of such contractors. By letter dated August 28, Della Vella wrote to Chaney: "As per our conversation, the following is a list of contractors who would be interested in doing your voice and tele-data work." Three area contractors, whose employees are represented by Local 98, are listed. Della Vella testified that he told Chaney that the work that was being performed at the facility required a permit from the city of Philadelphia, and that only a licensed electrician could obtain such a permit. He never told Chaney that only a licensed IBEW electrician could obtain the permit. Chaney told him that he would look into it. Chaney asked him for a "list of contractors that were in compliance with the local ordinances" and that is why he sent him the August 28 letter. Chaney then called Evan Mandras, operations manager for TCS and asked him to verify whether permits were needed for the work at the facility and, if so, to obtain the permits. About 2 weeks later, Mandras called him and told him that they had obtained the permits and work at the facility resumed.

<sup>4</sup> This testimony was objected to as hearsay, and was not admitted for the truth of what Martinez told Chaney.

Work resumed on about September 17 and, on about that day, Martinez saw Della Vella at the facility near Mengel's office. He testified that Della Vella referred to him as "[h]is buddy, Chris." Martinez said that he wasn't his buddy and "I just kind of rubbed it in that it must really hurt that we got the permits we needed to get this job done, and that he wouldn't be doing any of the work here." Della Vella responded by saying that it would hurt when he bashed in his fucking head. Martinez laughed and walked away.<sup>5</sup> Della Vella testified that he returned to the facility on September 18 or 19 looking for permits. While he was on his cell phone, Martinez interrupted him by saying that it must hurt that they got the permits and were performing the work. He told Martinez to go fuck himself; he did not threaten to bash his head.

Chaney testified that on September 17 or 18 he received a call from Martinez saying that he had been "confronted" by Local 98 representatives, and he told Martinez to have them call him. Shortly thereafter, he received a call from Della Vella, who said that "the permit was not valid because it was not obtained and being worked by IBEW employees, or IBEW represented employees." Chaney told Della Vella that as long as they had the permits they were within the requirements, and that they were proceeding with the work. Della Vella told him that they would not finish the job unless they used IBEW people, and that the permit would be rescinded. Della Vella testified that he never made these statements to Chaney.

In fact, the permit was rescinded. Della Vella was correct; the work being performed did require a permit from the city. After the work stopped at the end of August because of Della Vella's discussions with Martinez and Chaney, TCS obtained a permit for the job through John Glenn, a licensed electrical contractor, on about September 17. Della Vella testified that the Electrical Code prohibits a licensed electrical contractor from obtaining a permit for a third party, when the licensee is not actually performing the work. Della Vella met with Glenn, who did not testify. Glenn said that he had been paid \$1000 for the permit and that he was not working at the facility. In addition to attempting to get Glenn to sign a contract with Local 98, he showed Glenn the Code, and Glenn said that he didn't want to jeopardize his license, and he rescinded the permit he had obtained for the work at the facility. At the time, the work was about 60-percent complete. Shortly thereafter, GDGSC requested bids on the job from IBEW contractors, chose Land Connect, and they completed the work at the facility.

#### IV. ANALYSIS

This is an easy credibility determination. Martinez, Chaney, and Mengel each testified to threats that Della Vella made to them. Della Vella denies threatening Martinez and Chaney, and testified that he does not recall whether he threatened Mengel with protests. Chaney and Mengel were clearly credible and believable witnesses who had no reason to testify to anything

<sup>5</sup> In an affidavit given to the Board on October 16, 2001, Martinez stated that in this conversation, he told Della Vella that they would give the work on one of the suites to a Local 98 contractor, but Della Vella screamed that he wanted all of the work. At the 10(k) hearing he testified that, although there was talk of giving one suite to a Local 98 contractor, he never communicated that to a representative of Local 98.

but the truth. Mengel had no interest in who performed the work and Chaney had completed the project with an employer whose employees were represented by the Respondent. Although there were some minor discrepancies between Martinez' testimony herein and his earlier testimony at the 10(k) hearing and an affidavit given to the Board, that can be explained by the fact that the incidents occurred about 1-1/2 years ago. In addition, Martinez' admission that his "razzing" of Della Vella on September 17 preceded Della Vella's threat to him reinforces his credibility. Further, as he was terminated by GDGSC he would have no reason to want to aid the Company. On the other hand, Della Vella, who did not testify at the 10(k) hearing, was a witness whose testimony was simply not believable. The essence of his testimony was that he was at the facility to "level the playing field" and, apparently, he felt that it was his civic duty to ensure that the city's building code was not compromised. Even if that were true, he could not satisfactorily explain why he threatened Mengel with possible protests. Mengel was the acting director of the U.S. Department of Health and Human Services who, obviously, had no interest in which union was performing the work in his office. In addition, Della Vella and Local 98 have a long history of using threats to obtain work that they want to obtain from others. *Electrical Workers Local 98 (Swartley Bros. Engineering)*, 337 NLRB 1270 (2002), and the cases cited therein. In addition, Administrative Law Judge George Aleman issued a decision involving Local 98 and MCF Services, Inc., T/A State Electric on June 23, 2000, where he found that Local 98 violated Section 8(b)(1)(A) and (4)(B) of the Act. In the course of that decision, he found certain contradicted statements that were made by Della Vella that are similar to the statements he is alleged to have made herein: that the objected-to employer "was in violation of City codes, did not have proper permits and licenses, had not paid its business privilege or city wage taxes and was generally a substandard employer;" that he "had tried to be nice," but that "we can come back, not just the two of us, but en masse, but that's not a threat;" and there was "no way, no fucking thing's coming in and out of this building." For all of these reasons, I credit the testimony of Martinez, Chaney and Mengel over that of Della Vella.

Under Section 8(b)(4)(D) of the Act it is unlawful for a union

(i) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials or commodities or to perform any services; or (ii) to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is—

(D) forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another labor organization or in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determin-

ing the bargaining representative for employees performing such work.

In other words, under (ii) it is unlawful for a union to "coerce" an employer with an object of forcing the employer to assign work to employees in a particular union rather than to another group of employees. *Laborers Local 190 (ACMAT Corp.)*, 306 NLRB 93, 95 (1992), states: "In order to constitute a violation of the Act, the Respondent must have communicated a 'threat of illegal conduct.' *Longshoremen ILWU Locals 40 & 8 (STC Submarine)*, 299 NLRB 203 fn. 2 (1990)." *Teamsters Local 82 (Champion Exposition)*, 292 NLRB 794 fn. 6 (1989), stated that "the critical considerations are the specific language used and surrounding conduct and events." Subjective interpretation of the statements are not determinative. The credited testimony establishes that Della Vella told Martinez that Local 98 did not recognize CWA as a union and that Local 98 wanted the work and that by the time he was done they would be running the city. When Martinez laughed, Della Vella told him that if he wanted to play that game, he knew where Martinez lived. On about August 27, Della Vella told Chaney that only a Local 98 contractor could obtain the required permits for the job; on about September 18, after TCS obtained the permit for the job, Della Vella told Chaney that the permit was not valid because it had not been obtained by a Local 98 contractor and that they would not finish the job unless they used IBEW people. In addition, Della Vella told Mengel that if the work being performed by TCS was not stopped, he reserved the right to protest. I find that under the cases cited above, these statements clearly represented threats that Local 98 would engage in proscribed conduct at the facility in order to obtain the work.

The Respondent defends that Della Vella's actions herein were solely limited to ensuring that the proper permits be obtained and that initially there was no permit and the permit that was subsequently obtained was inadequate because the licensee was not working on the job. However, I find that Della Vella's interest in the permit for the job was a transparent excuse for his real purpose, to get the work transferred to Local 98 members. In *United Slate, Tile & Composition Roofers Local 30 v. NLRB*, 1 F.3d 1419, 1424 (3d Cir. 1993), the court stated:

The law is clear that a single unlawful objective, even if it accompanies other lawful objectives, is sufficient to make picketing unlawful under the Act. Thus the issue is not whether Local 30's professed purpose of protesting the perceived area standards violation is supported by the evidence, but whether the Board's finding that the picketing had an unlawful objective, even if not the sole objective, of seeking the reassignment of the work, is supported by substantial evidence on the record as a whole. [Citations omitted.]

In that same case, the Board, at 307 NLRB 1429 (1992), stated: "It is well settled that picketing falls within the scope of Section 8(b)(4)(D) so long as one object is to coerce an employer to assign work to employees represented by a particular union rather than to employees in another union." I cite these cases even though I find that the only object behind Della Vella's actions at the facility was to force GDGSC and/or TCS to assign the work at the facility to members of Local 98, rather than to CWA members. I therefore find by these actions the Re-

spondent violated Section 8(b)(4)(ii)(D) of the Act. However, as there is no evidence that the Respondent spoke to any employees of TCS to induce them to stop performing the work at the facility, I recommend that the allegation that the Respondent violated Section 8(b)(4)(i)(D) of the Act be dismissed.

#### CONCLUSIONS OF LAW

1. GDGSC and TCS are each employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent and CWA are each labor organizations within the meaning of Section 2(5) of the Act.

3. By Della Vella's actions in August and September, the Respondent violated Section 8(b)(4)(ii)(D) of the Act.

4. The evidence failed to establish that the Respondent violated Section 8(b)(4)(i)(D) of the Act.

#### THE REMEDY

Having found that the Respondent has engaged in the unfair labor practices alleged herein, I shall recommend that it be ordered to cease and desist therefrom and take certain affirmative actions designed to effectuate the purposes of the Act. In that regard, I note that this Respondent, by Della Vella and others, has engaged in similar conduct on a regular basis. In a summary of the Respondent's "rap sheet" up until that time, the Board, in *Electrical Workers Local 98 (Swartley Bros. Engineering)*, 337 NLRB at 1273 fn. 7, stated:

In this regard, we note not only that the record in this case supports the conclusion that Local 98 has a proclivity to engage in wrongful conduct in order to obtain disputed work, but also that the record in other recent cases before the Board underscores this as well. See, e.g., *Electrical Workers Local 98 (General Dynamics, Inc.)*, 337 NLRB [1275] (2002); *Electrical Workers Local 98 (NFF Construction, Inc.)*, 332 NLRB [1262] (2000); *Electrical Workers Local 98 (Honeywell, Inc.)*, 332 NLRB [526] (2000); *Electrical Workers Local 98 (AIMM, Inc.)*, 331 NLRB 1075 (2000); *Electrical Workers Local 98 (Kastle Security)*, 324 NLRB 728 (1997); *Electrical Workers Local 98 (LaSalle University)*, 324 NLRB 540 (1997); *Electrical Workers Local 98 (Lucent Technologies)*, 324 NLRB 226 (1997) (Board issues broad area wide award against Local 98 because of likelihood of dispute's recurrence and union's proclivity to violate the Act).

We further note that on July 1, 2002, the Board decided to pursue civil contempt proceedings against both Local 98 and Della Vella as a result of the conduct underlying the dispute in the instant case. In a separate case issued 3 years ago, the Board found that Local 98 violated Sec. 8(b)(4)(i) and (ii)(B) of the Act at several construction sites in the Philadelphia area. *Electrical Workers Local 98 (Telephone Man)*; 327 NLRB 593 (1999). In that case, the Board adopted the judge's conclusion that Local 98's "unlawful actions toward 10 separate neutral employers in a 19-month period, involving picketing, threats to picket, and work stoppages at six locations in the Philadelphia area, demonstrates [Local 98's] proclivity for violating the Act and its general disregard for the fundamental rights of employees and neutral employers." 327 NLRB at

602. The Board determined that a broad cease and desist order was warranted in that case. On September 29, 2000, the U.S. Court of Appeals for the third Circuit issued its judgment enforcing the Board's order by default. One year later, the court of appeals issued a consent order which broadly prohibits Local 98 from violating Sec. 8(b)(4)(i) and (ii)(B) of the Act. The Board has now determined that Local 98's conduct underlying the instant case is in direct contempt of the Third Circuit's 2001 consent order, and will pursue civil contempt proceedings accordingly.

In addition, Judge Aleman, in his decision, recommended that a broad order be issued against the Respondent. He discussed the Board's broad cease-and-desist order against the Respondent in *Telephone Man*, supra, and stated: "As evident by its conduct here, Local 98 has not changed its ways. Indeed, Local 98 has, by its conduct herein, demonstrated a deliberate and near contemptuous disregard for the Board's processes and remedial orders, and has again shown its proclivity to violate" the Act.

Even after the Board and the judges' decisions herein, Della Vella and the Respondent continue to flout the law and existing Board and court Orders. As Judge Aleman stated, the Respondent appears to have a contemptuous disregard for the Board's processes and orders. In the numerous cases cited above over the prior 6 years, the Board has ordered the Respondent to cease and desist from engaging in wrongful conduct in order to obtain disputed work, and the record establishes that Della Vella engaged in that same conduct herein for the same purpose. One can only assume that the Respondent will continue to engage in these activities in the absence of an unusual and effective remedy. As I have no authority to grant any extraordinary remedy herein, one that would effectively convince the Respondent that it can no longer engage in this type of activity, the strongest remedy within my discretion is a broad cease and desist order enjoining the Respondent from the commission of similar illegal actions, not only with respect to GDGSC and TCS, but also with reference to any other employer, and that is what I recommend herein. *Operating Engineers Local 450 (Industrial Painters & Sandblasters)*, 117 NLRB 1301, 1302 (1957); *Carpenters (Wendnagel & Co.)*, 119 NLRB 1444, 1448 (1958).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>6</sup>

#### ORDER

The Respondent, International Brotherhood of Electrical Workers, Local 98, its officers, agents, and representatives, shall

1. Cease and desist from threatening, coercing, or restraining General Dynamics Government Systems Corporation, Total Cabling Specialists, Inc., or any other person or employer engaged in commerce or in an industry affecting commerce,

<sup>6</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.

where an object of its actions is to force or require the employer to assign voice and data cable work to the Respondent's members, rather than to its own employees who are not members of the Respondent, unless and until Respondent is certified by the Board as the bargaining representative of the employees performing such work.

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

(a) Within 14 days after service by the Region, post at its union office copies of the attached notice marked "Appendix."<sup>7</sup> Copies of the notice, on forms provided by the Regional Director for Region 4, 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.

(b) Sign and return to the Regional Director sufficient copies of the notice for posting by General Dynamics Government Systems Corporation and Total Cabling Specialists, Inc., if willing, at all places where notices to employees are customarily posted.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges that the Respondent violated Section 8(b)(4)(i)(D) of the Act.

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<sup>7</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."

## APPENDIX

### NOTICE TO 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 Federal labor law and has ordered us to post and obey this notice.

#### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist any union

Choose representatives to bargain on your behalf with your employer

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT threaten, coerce or restrain General Dynamics Government Systems Corporation, Total Cabling Specialists, Inc., or any other person engaged in commerce with an object of forcing any such employer to assign voice and data cable work to our members.

WE WILL comply with the Board's Decision and Determination of Dispute, which issued on September 12, 2002, which awarded all voice and data cabling work performed by Total Cabling Specialists, Inc. to Communications Workers of America, Local 13000, and which prohibited us from attempting to obtain this work by means proscribed by the Act.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 98