

Local 215, United Brotherhood of Carpenters and Joiners of America (Grace Company) and Dallas E. Griswold, Case 25-CB-3184

DECISION

STATEMENT OF THE CASE

April 20, 1979

DECISION AND ORDER

BY MEMBERS JENKINS, MURPHY, AND TRUESDALE

On February 12, 1979, Administrative Law Judge James T. Youngblood issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief and a motion to reopen, and the General Counsel filed a response to Respondent's motion and exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge, to modify his remedy so that interest is to be computed in accordance with *Florida Steel Corporation*, 231 NLRB 651 (1977) (see, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962)), and to adopt his recommended Order.¹

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that Respondent, Local 215, United Brotherhood of Carpenters and Joiners of America, Lafayette, Indiana, its officers, agents, and representatives, shall take the action set forth in the said recommended Order.

¹ In its motion, the Respondent seeks to reopen the record to introduce in evidence alleged changed facts rendering, it contends, various portions of the Administrative Law Judge's recommended Order moot. In its exceptions, Respondent does not challenge the Administrative Law Judge's findings and conclusions that it violated Sec. 8(b)(1)(A) of the Act. Rather, it seeks certain changes in the recommended Order assertedly to conform it to the changed circumstances, evidence of which it seeks through its motion to place in evidence. The matters Respondent seeks to raise at this time concern generally certain alleged partial compliance with provisions of the Order, rendering those provisions moot, and a change of position by the discriminatees, assertedly rendering certain requirements of the Order no longer applicable to them. It is clear that Respondent is not contending that the recommended remedial provisions are not properly tailored to the violations found; rather, it is raising issues concerning its compliance obligations allegedly affected by events occurring subsequent to issuance of the recommended Decision and Order. But matters concerning compliance are properly considered and resolved at the compliance stage of the proceeding. Accordingly, we deny Respondent's motion to reopen and overrule its exceptions.

JAMES T. YOUNGBLOOD, Administrative Law Judge: The complaint, which issued on November 29, 1977, and was amended on December 28, 1977, and at the hearing, alleges that Local 215, United Brotherhood of Carpenters and Joiners of America (herein called the Union), violated Section 8(b)(1)(A) of the Act by threatening employees and members with loss of employment and other unspecified reprisals because they filed charges with the National Labor Relations Board (herein called the Board) and the Respondent International and by causing internal union charges to be filed against Dallas E. Griswold, and prosecuting him on said charges, and imposing fines and other disciplinary penalties because he filed charges with the Board and gave testimony under the Act and engaged in protected concerted activity under the Act and under the Labor Management Reporting and Disclosure Act, including running for office and supporting candidates in opposition to incumbent union officials and pursuing procedures under the Labor Management Reporting and Disclosure Act to challenge certain of the Respondent's conduct, all because the Respondent believed said members and employees had done so or would do so. Respondent filed an answer to the complaint admitting its status as a labor organization and the agency status of its officers and stipulated to the jurisdictional allegations of the complaint, but denied the commission of any unfair labor practices. A hearing was held in this matter on January 9-11, 1978, in Lafayette, Indiana. Briefs were filed by the General Counsel and Respondent, which have been duly considered.

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

FINDINGS OF FACT

A. *The Facts*

1. The alleged threat to William V. Fox

William V. Fox, a member of Respondent, testified that in April or May of 1977¹ he made an inquiry of the Board over his son becoming an apprentice with Respondent. He testified that he was getting some "hustle" on the job over taking his son in as an apprentice. This "hustle" came from Charles Leaf, a union member, who was also superintendent on the job where he was then working. On May 20 Fox was laid off from that job. Apparently, he was informed at that time by Charles Leaf that Kenneth Runkle, the union business agent, wanted Fox to go to another job on Monday, May 23. Because this job would have been only for a day or two, Fox chose not to accept the job. Fox testified that on Monday morning, May 23, he received a telephone call from Business Agent Runkle. Runkle wanted to know why he had not taken the job. Fox informed Runkle that he would have to come to the union hall.

¹ Unless otherwise specified, all dates refer to 1977.

Following the telephone conversation with Runkle, Fox went to the union hall. According to Fox, they discussed the reasons for his layoff, and finally Fox told Runkle that he had to go because he had a few telephone calls to make. Fox testified that later in the day, around 5 p.m., he received another call from Runkle. Runkle informed him that he had a bridge job on Main Street in Lafayette and that he could go there to work. Fox replied that he could not go there because he had made a call, and he had to be at home the next day to receive his answer. Fox testified that Runkle wanted to know who he had called, and Fox told him that he had called the International Union and that he had talked to International President Sidell. Fox testified that Runkle knew that he had not talked to Sidell, and he finally told Runkle that he talked to somebody under Sidell. Fox testified that Runkle told him that he should have gone through the union hall, through channels, and that Runkle said, "You know, there is more ways than one to bench you." Fox testified that Runkle also told him that they had done Fox a favor, "for your son and everything." Fox further testified that Runkle said, "We are aware that there is a letter that you wrote to the NLRB on the boy."

Runkle was not specifically questioned about this conversation with Fox. He did testify briefly concerning Fox's layoff and the 2 or 3 days he was out of work and his final acceptance of work on Thursday, May 26. He was, however, asked this question:

Q. Now, there has been testimony here that you made threats to Mr. Griswold, Mr. Funk—I guess not Mr. Funk, Mr. Griswold and Mr. Fox and you have heard that testimony, haven't you?

A. Yes, sir.

Runkle was then asked if he had ever threatened Griswold, Fox, or Forrest Funk and he answered in the negative. He also testified that he had never at any time threatened any of the members of the Union.

On June 7, Fox filed a charge with the Board in Case 25-CB-3034. The substance of that charge is as follows:

1. I feel I was laid off of Ely Lilly job on May 20, 1977 because I was engaged in union activities for a new business representative in our local.

2. I feel this layoff was in agreement by my B.A. [business agent] and Charlie Leaf superintendent for Kettlehut Construction even though there was still work available for me with 13 permit men still there and I had been there for 9 months and in the first bunch hired there.

3. In phone talks from May 23 to May 25, 1977 in one talk on the phone, the BA told me that there was a lot of ways a person could be benched or not work.²

² This charge was dismissed. In a summary report, dated August 12, William T. Little, Regional Director for Region 25 informed Peter Bullard, the attorney for Griswold, as follows:

SUMMARY REPORT

The instant charge, filed on June 7, 1977, alleges that the Union caused the Charging Party to be laid off from a construction job, and that he was threatened by the Union Business Representative with being kept from further work. The Charging Party further alleges that the reason for the above action was his support of a new candidate for Business Representative of the Local.

The evidence shows that the Business Representative did request this Employer, as well as others in the area, to release "local men" early

2. The alleged threats to Dallas Griswold and William V. Fox and the alleged unlawful internal union charges brought against Griswold

Dallas E. Griswold at the time of the hearing had been a member of the Union for approximately 8 years. During the year 1977, he worked at what is known as the Staley job in Lafayette, Indiana, and from about August 1977 he worked on that job for an employer by the name of Grace Company. In April 1977 Griswold was nominated for the position of business representative and financial secretary of the Union. The then business representative and financial secretary, Kenneth Runkle, was also nominated for the same position. Griswold and Runkle were the only candidates for the position of business representative and financial secretary. After he was nominated, Griswold spoke to the then president of the Union, Royce Whitehead, for permission to look at a list of the membership of the Union. He was given permission, but was told that he would have to check with Teddy Holderfield, the recording secretary of the Union. The next evening Griswold contacted Holderfield and informed him what Whitehead had said and asked him if he could see a list of the members. Holderfield informed him that he would make a list for him. The same evening, Griswold went to Holderfield's home, and Holderfield wrote a list of the names of the members and give it to Griswold. Griswold testified that there were approximately 210 members listed on the list he obtained from Holderfield. Griswold testified that he took the list on the job with him and questioned President Whitehead about certain of the members, where they lived and how he could get in touch with them. He said that a few days after his conversation with Whitehead, he contacted Business Agent Runkle to ask if he could see a list of the members. Runkle supplied him with a list of members in addition to the one he had been supplied by Holderfield, and he was informed by Runkle that he could see the list, but he could not leave the hall with it. At this point Griswold took the list from Runkle and compared it with the names that Holderfield had given him. He stated at that time that he found six

when the construction job was "winding down." It appears that this is a customary practice that occurs when a particular job "winds down," because the Local desires to place its members at other jobs which, in its opinion, will provide longer employment than the job that is ending. This is an attempt to minimize the amount of lay-off time between jobs for Local members. The Charging Party was laid off by his Employer in this manner. Two days thereafter, he was called by the Business Representative and offered two new jobs, both of which he turned down. A day or two later, the Charging Party was referred out to another job which he accepted. When the aforementioned job ended, the Charging Party was again "referred out" for employment by the Union.

The National Labor Relations Act, as amended, does not preclude unions and construction employers from implementing and following job referral procedures, as long as such referrals are not based on unlawful considerations. In the instant case there were several job offers and referrals made to the Charging Party. The record further reveals that the system of early release of "local" employees is done to enhance their employment opportunities and, in any event, was not disparately applied to the Charging Party. Additionally, the alleged threat of "benching," in the telephone conversation between the Business Agent and Charging Party was in reality an explanation of the current referral system being applied to all "local" employees. There is insufficient evidence that the Local's actions were based upon unreasonable, arbitrary, invidious or otherwise unlawful considerations. Accordingly, the charge will be dismissed.

different names on the list Runkle had given him that were not on the list he had obtained from Holderfield.

On June 2 the Union held its election of officers, and Griswold was defeated by Runkle, by a vote of 107 to 33. When the results of the election were made known on June 2, Griswold protested the election because, he stated, there were more members in the hall than he had on his list and he did not recognize most of the members that were there at that time. He stated that Holderfield called him a damn liar, that his list was complete, and that the members were on the list. He stated that he then took his list and compared it with Holderfield's list, and when it did not compare, Holderfield softly apologized. Griswold testified that there were probably about 30 names on Holderfield's list that were not on the list that he had.

On June 5 Griswold sent a letter to Mr. Sidell, president of the International Brotherhood of Carpenters, protesting the June 2 election. On June 7 Griswold also filed charges with the Board making essentially the same complaint about the June 2 election as he had made in his protest to the International.

Shortly after filing the charge with the Board, Griswold retained Attorney Peter W. Bullard to represent him. Griswold furnished Bullard, as well as the Board, a copy of the membership list he had obtained from the Union. On June 14 Griswold received a letter from the International Carpenters Union, advising that because he had requested an investigation of the matter by a Government agency, no useful purpose would be served by an investigation by that office. On June 16 Griswold filed with the executive committee of the Union an official notice of protest and grievance of the June 2 election, alleging essentially the same comments about the June 2 election that he had made in the June 5 protest to the International and the June 7 charge filed with the Board.

On June 29 Griswold sent International President Sidell a letter stating that he had been informed by the Board that they could take no action on the charge he had filed on June 7. He also informed Sidell that on June 16 he had filed a formal protest of the election with the executive board of the Union and that he was officially appealing the failure of the executive board to set aside the June 2 election for business representative or to otherwise respond to his protest. On July 7, at a union membership meeting, Griswold was furnished a written reply to his formal protest and grievance from the executive board of the Union, which in substance stated that the executive board had found that the June 2 election was conducted in all respects in accordance with the constitution and bylaws of the United Brotherhood of Carpenters and Joiners of America. Also at this July 7 meeting, Griswold was asked to return the membership list given to him by Holderfield, and he responded by saying "[i]t was in the hands of another person."³

By letter dated July 7 International President Sidell informed Griswold that he had received Griswold's protest directed to the election of June 2 that the local Union had

³ The record reflects that the list given to Griswold by Holderfield was what is commonly known as a rollcall list or attendance list. The difference between that list and the complete membership list is that the rollcall list does not include pensioners or retirees. Thus, the membership list would be a larger list than the rollcall list which was provided Griswold and would contain the names of all members entitled to vote.

been requested to file an answer to the statements in his protest, and that further consideration would be given his protest.

On July 21, at another union membership meeting, Griswold was again asked by Holderfield to return the membership list, and Griswold responded in the same manner as he had before that the list was in the hands of another person. On the same date Griswold sent a letter to Union President Haynes requesting various information from Respondent to aid him in presenting and properly preparing his case pending before the International Union. Also, on the same date, Griswold sent a letter to the International Union requesting that it forward him a copy of the Union's answer when it was received by the International and also requested copies of other documents which are filed with or considered by the International in the matter. By letter dated July 25 Griswold and Respondent were informed by the Regional Director for Region 25 that his charge in Case 25-CB-3033 was dismissed.

On August 4 Griswold attended another union membership meeting. Holderfield again requested Griswold to return the membership list, and Griswold replied that it was in the hands of his attorney. Then the Board's dismissal letter was read to the membership. Following this, according to Griswold, Business Agent Runkle got up and made a statement that he had been on pins and needles for approximately 2 months and he was tired of running the local by the book and not being able to place the men on different jobs. "and he didn't want any more charges from NLRB from Mr. Griswold, Mr. Fox, and Mr. Funk." Griswold was corroborated in this testimony by witnesses Fox and Funk.

During the August 4 meeting, according to the testimony of Griswold, Runkle made a statement to the membership that charges could be brought against Griswold for giving the membership list to unauthorized persons. At that time Runkle also made a motion that charges be brought against Griswold if he did not bring the list back. The motion was voted on by the membership, and Griswold was given until August 18 to return the membership list, or charges would be brought against him. According to Griswold, Funk, and Fox, Runkle followed them out of the meeting and told Griswold that he was making all kinds of mistakes because he did not know the International's laws.⁴ Again Griswold was corroborated by Fox and Funk. Again, Runkle was not specifically questioned about these remarks, and again he generally denied ever threatening Griswold, Fox, or Funk or any other member of Respondent.

On August 4 the International dismissed Griswold's protest or appeal. On August 9 Griswold sent a letter to International President Sidell and the Union requesting the International to intervene and instruct the officers of Local 215 that they had no right to demand the return of the membership list while this case is pending. On August 15 Griswold was advised by the International that he should return the membership list to Local 215, and the International again informed Griswold that it had dismissed his

⁴ The General Counsel contends that Runkle was clearly threatening Griswold and others with reprisals by Respondent because charges had been filed with the Board, in violation of Section 8(b)(1)(A).

protest on August 4. By letter dated August 15 Griswold requested that the decision of President Sidell in dismissing his protest be appealed to the general executive board of the International. By letter dated August 19 Griswold was informed by the general secretary of the International that decisions of the general president on protests directed to the conduct of nominations or elections or election procedures shall be final, and not subject to appeal, and no further action could be taken with respect to this matter.

On August 18, at a membership meeting, Holderfield again asked Griswold if he had the membership list, and Griswold replied in the negative.

On September 1 the Union's executive board entered the following in its minute book:

September 1, 1977. 8 members present. The meeting was called to order by President Haynes. It is the opinion of the Executive Board not to pursue any charges against Brother Griswold and Brother Fox concerning their grievances and protests that they have filed until all means are exhausted with the NLRB and the International Office.

Additionally, the minutes reflect that the executive board also voted to call Griswold to appear before the executive board on September 8 to explain why he did not comply with the Union's orders. I assume this refers to the order to return the membership list. On September 2 Griswold received written notice from the Union to appear before its executive board on September 8. Griswold attended the executive board meeting on September 8, and again Holderfield asked him if he had the membership list. Griswold stated that the list was in the hands of his attorney. According to Griswold, Runkle then stated that he should not have had the list in the first place because it was not authorized and that he should not have given it to an unauthorized person. The Union's vice president then told Griswold that action could be taken against him, and executive board member Prough said that nobody on the job wanted to work with the "SOB" if he kept protesting.

On September 13 Griswold filed a complaint about the June 2 election with the Department of Labor. Notwithstanding the decision of the executive board of September 1, on September 15, at another membership meeting, an executive board recommendation that charges be filed against Griswold was read to the membership. This recommendation was approved by the membership, and on September 15 Holderfield prepared written charges on behalf of Respondent against Griswold. These charges were presented to the executive board at its meeting on September 23; and on October 6, at another executive board meeting, the charges against Griswold were finalized, and a decision to proceed with the charges was reached. On or about October 6 Griswold received the written charges and a notification to appear at Respondent's membership meeting on October 20.

In substance, the charges alleged that Griswold gave the membership list to an unauthorized person without the consent of the Local and violated the obligation of the Local. On October 20, at a membership meeting, a trial committee was selected. On October 21 Griswold filed the instant charge with the National Labor Relations Board. On No-

vember 11 Respondent conducted a hearing on the charges against Griswold. When the proceedings opened, Griswold was asked by Mr. DeLaney, the chairman of the trial committee, "How do you plead? Guilty or not guilty?" Griswold replied, "Guilty of the charges." After further discussion, Griswold informed the chairman that he wanted to make a clarification and wanted to change his plea to "not guilty." Ultimately the five members of the trial committee found Griswold guilty and recommended that Griswold be fined \$50 on each offense and pay all costs of the trial and that he also return the list of names that was given to him by Teddy Holderfield or be suspended from the Union until the list of membership names was returned. On December 1, at another membership meeting, the Local's membership was informed that Griswold had been found guilty of the charges and of the penalty recommended by the trial committee, and the membership voted to impose the penalty as recommended by the trial committee. Thereafter, Griswold filed an appeal with the International based on the action taken against him by Respondent. He also posted \$50 as an appeal bond. As of the time of the hearing, the aforesaid penalty had not been paid by Griswold, and no penalties had been imposed on him because of his appeal pending before the International.

B. Discussion and Conclusion

At the hearing the General Counsel moved to amend the complaint to allege that on or about May 23 Respondent, by its officer and agent Kenneth A. Runkle, threatened employees and members with loss of employment and other reprisals because they sought redress with the Board and/or Respondent's International Union.

In support of this allegation of the complaint, the General Counsel relied upon the testimony of Fox concerning his conversation with Runkle of May 23, in which Runkle informed Fox that he was aware of the fact that Fox had filed a letter with the Board and that he had not gone through channels with regard to his appeal to the International and that Runkle had said, "[T]here is more ways than one to bench you."

Respondent argues that this conversation and statement about being benched were a part of the charge filed by Fox on June 6 and ultimately dismissed by the Regional Director on August 12 because he found no violation based on the threat of benching and that it should not be considered again.

I do not know what evidence was considered by Regional Director Little in his earlier dismissal, but it is clear that that charge as well as the current allegation in the complaint are based on essentially the same conversation between Runkle and Fox. It would appear from the Regional Director's summary report that Fox did not at that time give any information which would indicate that the threat to bench Fox was made in connection with his conversation concerning his son and filing a letter with the Board or in connection with his informing Runkle that he had discussed this problem with the International. It would appear from the summary report that the only mention of benching was made in connection with the allegations made in the charge. It seems that Fox has enlarged his earlier state-

ments and now states that the threat to bench him was made in connection with his discussing with Runkle his contacting the Board and his discussion with the International. As I indicated earlier, Runkle did not attempt to clarify this issue. As a matter of fact, Runkle was not questioned concerning these conversations; he was asked only if he had made any threats to Griswold, Fox, or Funk, and he denied making any threats.

Under these circumstances, I credit the testimony of Fox and do not accept the denial of Funkle that he threatened any member of Local 215. It would appear that the Regional Director was satisfied that the additional information offered by Fox concerning the May 23 conversation with Runkle was in fact given and apparently this information was not elicited from Fox in the initial investigation of the charge that was dismissed.⁵

Therefore, as this threat to bench Fox was made in connection with Runkle's remark to Fox that they were aware of the fact that he had written a letter to the Board and Runkle's statement to Fox that he should have gone through channels before going to the International, Respondent was threatening Fox with loss of employment or other reprisals because he contacted the Board and the International Carpenters Union, in violation of Section 8(b)(1)(A).

The complaint also alleges that Respondent, by its officer and agent Kenneth A. Runkle, on or about August 4, at a regular meeting of Respondent, threatened employees and members with loss of earnings and other unspecified reprisals because they filed unfair labor practice charges with the Board and because Respondent believed they had done so or would do so.

The evidence to support this allegation stems from the August 4 union meeting in which the Board's dismissal letter to Griswold's charge was read to the assembled membership. And following the reading of this dismissal letter, Runkle stated that he had been on pins and needles for 2 months, that he was tired of running the Local by the book and not being able to place men on different jobs, and that he did not want any more charges from the Board, Mr. Griswold, Mr. Fox, or Mr. Funk. And during this same meeting, following these above statements, Runkle informed the membership that Griswold should be brought up on charges for not returning the membership list to the Local, and Griswold was threatened with charges unless he returned the membership list by August 18. Additionally, during this meeting, Mr. Funk informed Runkle that he did not "refer" any charges, which precipitated an argument between Runkle and Funk. Also, after the meeting, Runkle told Griswold that he was making all kinds of mistakes because he did not know the International's laws.

It is quite evident to me that Runkle was very dissatisfied with the fact that Fox and Griswold had both filed charges with the Board. His statements that he had been on pins and needles for 2 months and could not run the Local the way he wanted to, and had to run it by the book because of these charges, clearly indicates that he was not pleased with Fox and Griswold. His remarks that he did not want any more charges from the Board, Griswold, Fox, or Funk

clearly showed his hostility towards those individuals. It is my conclusion that by these statements Runkle was clearly threatening Griswold, Fox, and others with reprisals by Respondent because they had filed charges with the Board, and such threats are clearly violative of Section 8(b)(1)(A) of the Act.

The remaining allegation of the complaint is that the Respondent filed charges against Griswold and imposed penalties on Griswold and threatened to suspend him from membership in the Union unless he returned the membership list, in violation of Section 8(b)(1)(A), because he filed charges with the Board and gave testimony under the Act and engaged in protected concerted activity under the Act and under the Labor Management Reporting and Disclosure Act, including running for union office and supporting various candidates in their campaigns for union office in opposition to incumbent union officials, pursuing procedures under the Labor Management Reporting and Disclosure Act to challenge certain of Respondent's conduct, and because Respondent believed said member and employee had done so or would do so. In effect the General Counsel is contending that the assigned reason for bringing the charges was a pretext and that the true reason for bringing the case against Griswold was that he filed charges with the Board, with the Department of Labor, and with the International Union and ran for a union office against the incumbent business agent, Runkle.

I have no doubt that Respondent or any other labor organization is free to enforce its own constitution, bylaws, and other rules by internal sanctions and that the Act does not involve the Board in judging the fairness and wisdom of the particular union rules, particularly where that rule impairs no policy Congress has embedded in labor laws.

Therefore, as the Union's action, at least on its face, appears to be an exercise of its internal affairs, it is not my function to determine whether the Union had a legitimate interest in bringing the charges against Griswold, or whether the trial itself was fair, or if others as well as Griswold should have been brought up on charges. Thus, I do not decide, as suggested by the General Counsel, whether Respondent had a legitimate interest under its constitution in disciplining Griswold for allegedly violating section 55(7) of that constitution.

However, in view of the threats which I have found to be violative of Section 8(b)(1)(A) made by Respondent's Business Agent Runkle to Fox, Griswold, and others at the August 4 meeting relating to their filing of charges with the Board, thereby demonstrating Respondent's hostility toward the filing of charges by both Griswold and Fox, and in the same meeting threatening Griswold with charges if he did not return the membership list, it is my view that these threats are clearly violative of Section 8(b)(1)(a) and reflect that Respondent, by its business agent, was informing the membership that it did not like its members to file charges with the Board and that such action might bring reprisals by the Union.

Therefore, because of Respondent's hostility toward Griswold and Fox as reflected by the threats, it is my conclusion that the assigned reason for the bringing of the charges by Respondent against Griswold and the imposition of penalties and the threats to suspend Griswold from

⁵ It is my understanding from the testimony of Fox that that charge, at least at the time of the hearing, was on appeal.

membership if he did not return the membership list was clearly a pretext. Accordingly, it is my conclusion that by bringing the charges against Griswold and imposing disciplinary penalties, Respondent violated Section 8(b)(1)(A) of the Act, and I so find.⁶

THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth above, occurring in connection with the operations of employers engaged in interstate commerce, have a close, intimate, and substantial relation to trade, and traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

THE REMEDY

Having found that Respondent has engaged in and is engaging in unfair labor practices, I shall recommend that it be ordered to cease and desist therefrom and that it take certain affirmative action to effectuate the policies of the Act.

Having found that the Respondent unlawfully cited and fined Dallas E. Griswold because of his having filed charges with the National Labor Relations Board and the Department of Labor and internal union charges, I shall recommend that the fine and other discipline assessed against Griswold be rescinded and that Griswold be reimbursed for any fine he has paid, including the \$50 appeal bond he paid on December 1, with interest, and that all reference and other evidence in Respondent's records and files relating to the proceeding against Griswold be expunged and that the Respondent restore Griswold to full membership status and good standing in the Respondent Union.

Upon the basis of the foregoing findings of fact, and upon the entire record, I make the following:

CONCLUSIONS OF LAW

1. Local 215, United Brotherhood of Carpenters and Joiners of America, is a labor organization within the meaning of Section 2(5) of the Act.

2. The Grace Company, Inc., with its principal place of business in Lafayette, Indiana, is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

3. By threatening employee Fox with benching him and loss of work because of his having contacted the National Labor Relations Board regarding his son, and because he had contacted the International Union rather than going through the Local union hall regarding his layoff, Respondent, through its business agent Runkle, on May 23, engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

4. By threatening employees Griswold, Fox, and others with reprisals because they filed charges with the National

⁶ It is my conclusion that the evidence is insufficient to support a finding that Respondent engaged in this conduct because Griswold ran for a union office in opposition to incumbent Business Agent Runkle. Griswold's trouble started after he filed charges with the Board.

Labor Relations Board, Respondent, through its business agent Runkle, on August 4, engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

5. By bringing charges against Dallas Griswold and imposing fines and other disciplinary penalties against him and threatening to suspend him from membership because Griswold had filed charges with the National Labor Relations Board, the Department of Labor, and the Carpenters International Union, Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

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

Upon the basis of the foregoing findings of fact and conclusions of law and the entire record in this proceeding and pursuant to the provision of Section 10(c) of the Act, I hereby issue the following recommended:

ORDER⁷

Respondent, Local 215, United Brotherhood of Carpenters and Joiners of America, Lafayette, Indiana, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Restraining or coercing employee Fox or any other employees in the exercise of the rights guaranteed them by Section 7 of the Act by threatening them with being benched or with loss of employment because of their having contacted the National Labor Relations Board or having filed grievances or protests with the International Union rather than going through the local union hall.

(b) Restraining or coercing Dallas Griswold, William V. Fox, or any other employees in the exercise of their rights guaranteed them by Section 7 of the Act by threatening them with reprisals because they filed charges with the National Labor Relations Board.

(c) Restraining or coercing employee Dallas Griswold or any other employees in the exercise of the rights guaranteed them by Section 7 of the Act by bringing union charges against them, imposing fines and other disciplinary penalties, and by suspending them from membership because they filed charges with the National Labor Relations Board or the Department of Labor and because they challenged the Union's election procedures by filing charges with the National Labor Relations Board, the Department of Labor, and the International Carpenters Union.

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

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

(a) Rescind any fine that was imposed against Dallas Griswold and expunge any and all references and other evidence in Respondent's records and files relating to the proceeding against Dallas Griswold and make Dallas Gris-

⁷ In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.46 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

would whole by reimbursing to him any sums paid toward any fines or appeal bonds, with interest thereon.

(b) Restore Dallas Griswold to full membership status and good standing in Respondent and expunge from its records all references to any suspension of Griswold from membership in Respondent.

(c) Post at its main office and hiring hall located in Lafayette, Indiana, and at any other meeting places it operates for members for referral, copies of the attached notice marked "Appendix."⁸ Copies of said notice, on forms provided by the Regional Director for Region 25, after being duly signed by Respondent's authorized representative, and shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for a period of 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 25, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

⁸ In the event this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

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

After a hearing in which all parties had the opportunity to present evidence, the National Labor Relations Board found that we violated the National Labor Relations Act as amended, and has ordered us to post this notice.

WE WILL NOT restrain or coerce William V. Fox or any other employees in the exercise of the rights guaranteed them by Section 7 of the Act by threatening

them with being benched or with loss of employment because of their having contacted the National Labor Relations Board or having filed grievances or protests with the United Brotherhood of Carpenters and Joiners of America rather than going through the union hall of Local 215, United Brotherhood of Carpenters and Joiners of America.

WE WILL NOT restrain or coerce Dallas E. Griswold, William D. Fox, or any other employees in the exercise of the rights guaranteed them by Section 7 of the Act by threatening them with reprisals because they filed charges with the National Labor Relations Board.

WE WILL NOT restrain or coerce employee Dallas E. Griswold or any other employees in the exercise of the rights guaranteed them by Section 7 of the Act by bringing internal union charges against them, imposing fines and other disciplinary penalties, and by suspending them from membership because they filed charges with the National Labor Relations Board or the Department of Labor or because they challenged the Union's election procedures by filing charges with the National Labor Relations Board, the Department of Labor, and the United Brotherhood of Carpenters and Joiners of America.

WE WILL NOT in any other manner restrain or coerce employees or union members in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL rescind any fine that was imposed against Dallas E. Griswold and expunge any and all references and other evidence in our records and files relating to the proceeding against Dallas E. Griswold and make Dallas E. Griswold whole by reimbursing to him any sums paid toward any fines or appeal bonds, with interest thereon.

WE WILL restore Dallas E. Griswold to full membership status in good standing in our union and expunge from our records all references to any suspension of Dallas E. Griswold.

LOCAL 215, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA