

Amalgamated Transit Union, Division No. 825, AFL-CIO and Robert Meier and Transport of New Jersey, Party to the Contract. Case 22-CB-3678

March 8, 1979

DECISION AND ORDER

BY CHAIRMAN FANNING AND MEMBERS PENELLO
AND TRUESDALE

On December 12, 1978, Administrative Law Judge Irwin Kaplan issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

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 brief and has decided to affirm the rulings, findings,¹ and conclusions of the Administrative Law Judge, but not to adopt his recommended Order.²

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Amalgamated Transit Union, Division No. 825, AFL-CIO, Dumont, New Jersey, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Charging, trying, finding, or otherwise disciplining Robert Meier, or any of its members, for providing a statement to the Employer in connection with the grievance machinery under the collective-bargaining agreement.

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

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

(a) Rescind the fine assessed against Robert Meier for providing a statement to the Employer in connection with the grievance machinery under the collective-bargaining agreement, and expunge from its records any reference to that fine.

(b) Refund to Robert Meier the full amount of the fine assessed against him, with interest, as set forth in the section of the Decision herein entitled "The Remedy."

(c) Post at its offices and meeting halls copies of the attached notice marked "Appendix."³ Copies of

said notice, on forms provided by the Regional Director for Region 22, after being duly signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Sign and return to said Regional Director sufficient copies of the attached notice marked "Appendix" for posting by Transport of New Jersey, if willing, in conspicuous places, including all places where notices to employees are customarily posted.

(e) Notify the Regional Director for Region 22, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

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

² We shall issue an Order in lieu of that recommended by the Administrative Law Judge, inasmuch as the recommended Order fails to include provisions requiring Respondent to cease and desist from restraining or coercing employees "in any like or related manner," to take certain affirmative action to effectuate the policies of the Act, and to rescind the fine assessed against Robert Meier for providing a statement to the Employer in connection with the grievance machinery under the collective-bargaining agreement and to expunge from its records any reference to the fine.

³ In the event that 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**

WE WILL NOT charge, try, fine, or otherwise discipline Robert Meier, or any of our members, for providing a statement to the Employer in connection with the grievance machinery under the collective-bargaining agreement.

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

WE WILL rescind the fine assessed against Robert Meier for providing a statement to the Employer in connection with the grievance ma-

chinery under the collective-bargaining agreement, and expunge from our records any reference to that fine.

WE WILL refund to Robert Meier the full amount of the fine assessed against him, with interest.

AMALGAMATED TRANSIT UNION DIVISION NO.
825, AFL-CIO

DECISION

STATEMENT OF THE CASE

IRWIN KAPLAN, Administrative Law Judge: This case was heard before me in Newark, New Jersey, on July 6, 1978. The charge in this proceeding was filed by Robert Meier on October 25, 1977, against Amalgamated Transit Union, Division No. 825, AFL-CIO (herein called Respondent or Union). On February 16, 1978, a complaint issued thereon alleging, principally, that Respondent violated Section 8(b)(1)(A) of the National Labor Relations Act, as amended (herein called the Act), by imposing a fine on Meier for providing information to Transport of New Jersey (herein called the Employer), relative to a grievance involving another employee and fellow union members. Respondent filed an answer admitting, *inter alia*, jurisdiction, labor organization, and imposing the fine on Robert Meier, but denied that by doing so it violated the Act.

Upon the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and Respondent, I find as follows:

I. JURISDICTION

Transport of New Jersey (herein also called the Employer) is a New Jersey corporation with its principal office and place of business in Maplewood, New Jersey, and with various other facilities in the State of New Jersey, is, and has been at all times material herein, engaged in the business of transporting passengers interstate and intrastate as a bus company and related services. During the past 12 months the Employer, in connection with its aforementioned business operations, has derived gross revenue in excess of \$250,000. The answer admits, and I find, that Transport of New Jersey is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. LABOR ORGANIZATION

The answer admits, and I find that Respondent is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICE

A. Sequence of Events

Respondent has for many years represented the Employ-

er's drivers and mechanics at various facilities in the State of New Jersey, including a garage located in Oradell, New Jersey, the situs of an incident which culminated in the instant proceeding. The aforementioned incident occurred on July 22, 1975.¹ On that occasion, at approximately 8:15 a.m., Robert Meier, a mechanic, was cleaning the garage floor with a sweeping machine when he noticed heavy smoke emanating from the rear of a moving bus, which was approaching the garage. Meier immediately looked to alert others in the garage and came upon his immediate supervisor, Herb Georges, and Superintendent Larry Gangemi and told them about the "smoking" bus. Gangemi and Georges sped to head off the bus from entering the facility while Meier grabbed a fire hose and extinguished the smoke from the bus' rear tires. Gangemi asked the driver to identify himself, but the driver refused and walked away.

On the day of the incident, James Beckwith, the driver of the smoking bus, received a 2-day suspension for abusing equipment. Under the collective-bargaining agreement in effect between the Employer and Respondent, there is a four-step grievance procedure with arbitration as the terminal step.² Beckwith immediately grieved the suspension, and the first step of the grievance procedure was conducted on July 22, the date of the incident and suspension. The grievance was not disposed of at the first step, and it proceeded to a second-step meeting a few days later. At this second step, Beckwith was joined by Union Business Agent Chester Polukord, and again the grievance was upheld.

On July 24, Meier was summoned to Gangemi's office wherein Gangemi explained, "It is everybody's job to protect the equipment." He asked Meier to give a statement of the bus incident and reminded him that he (Meier) knew that the driver got nasty with him (Gangemi). Meier pointed out that he could not give a statement critical of a fellow union member under the Union's constitution.³ Gangemi then asked only for a statement of Meier's actions and what he observed *vis-a-vis* the condition of the bus. Supervisor Georges was also present in Gangemi's office at that time, and he put in writing Meier's account of the incident, which omitted any reference to the driver. The statement was then signed by Meier.⁴

The third-step meeting was held on July 30. At this meeting, the Employer's personnel director, George Carr, revealed for the first time that he had a statement (G.C. Exh. 3) for an employee eyewitness who had observed the incident. Union Business Agent Polukord voiced displeasure on being confronted with the statement at this stage (third step) of the grievance.⁵ The grievance was again upheld,

¹ All dates hereinafter refer to 1975, unless otherwise indicated.

² The first step involves a meeting between the shop steward (a unit employee) and the garage supervisor; the second step is held 48 hours later and involves the Employer's district manager and union business agent; the third step is held within a few weeks of the second step at the Employer's home office in Maplewood, New Jersey; the fourth and final step is arbitration.

³ See fn. 7, *infra*.

⁴ G.C. Exh. 3.

⁵ Polukord and Beckwith deny that G.C. Exh. 3 is the statement given to them to peruse at the third-step meeting. According to them, the original statement indicated that Meier saw Beckwith operate the bus on two flat tires. Beckwith asserts that this statement was false and, in fact, does not

and the Union decided to take the matter to arbitration. Later that same day Polukord visited the Oradell garage and confronted Meier as to why he gave the statement. Meier told Polukord that he did so because Gangemi called him into his office and asked him for it.⁶ Polukord remarked to Meier, that "It [the statement] was detrimental [and] I just lost the case."

The arbitration was conducted on October 28. Meier did not attend, nor was he subpoenaed, and his statement was not received in evidence. The Union obtained a favorable disposition of Beckwith's grievance at arbitration. On November 21, approximately 3 weeks later, the Union wrote Meier specifying charges against him for his role in the Beckwith case as follows:

1. Willful violation of section 86 of the International Constitution and General Laws which read (sic) as follows:

"No member shall be allowed to injure the interest of a fellow member, by undermining him in place, wages, or in any other willful act by which the reputation or employment of any member may be injured."

2. Willful violation of the obligation as contained in the International Constitution and General Laws of the Amalgamated Transit Union, specifically in the area of the obligation that reads as follows quote, "I will not slander or abuse the officers and members of the A.T.U., and . . . will not knowingly wrong a member or see one wronged if it is in my power to prevent it."⁷

Meier appeared with counsel at a hearing before the union trial board on December 5 in defense of the union charges brought against him. He requested and was permitted to read a prepared statement consisting of 11-1/2 typewritten pages.⁸ The aforementioned statement, *inter alia*, makes reference to the previous union meeting wherein the Union assertedly stated that it defended Beckwith because he was doing his job as he was instructed to do. After Meier's noting of the foregoing, he reasoned, "[u]sing the Union's own logic I also was instructed by my supervisor to perform an act concerning my employment." Meier asserted, "I signed a statement because I was told to by my supervisor." Still further, he asserted in said statement that

"remember" seeing Meier that day. However, Beckwith was inconsistent and unimpressive as a witness. Thus, he testified that he first told Polukord that Meier's statement was incorrect *after* he and Polukord left Carr's office. Later, he asserted that he told Polukord that the statement was incorrect during the third-step meeting. In any event, it is noted that Polukord does not assert, nor does the record reveal, that Meier was ever confronted relative to the *contents* of the statement, only (as will be further noted below) why he gave it. In these circumstances, I am unpersuaded that G.C. Exh. 3 is not the statement that Polukord and Beckwith examined at the third-step meeting. Further, on the basis of consistency, plausibility, and demeanor, I credit Meier over Polukord and Beckwith in all material areas where their testimony conflicts.

⁶ According to Polukord when he asked Meier why he gave the statement, Meier responded, "I did it and I would do it again," and then he, Meier, walked away. While Polukord could not recall Meier telling him that he gave the statement because Gangemi asked him to, that is the reason Meier gave him as stated in Polukord's affidavit. (See G.C. Exh. 4, par. 3.)

⁷ While the union constitution was not introduced as an exhibit, the relevant provisions therein are substantially set forth in the union charges. See G.C. Exh. 2(a).

⁸ G.C. Exh. 5.

he reported the smoking-bus incident immediately because of what he reasonably perceived to be a danger, to wit, a garage fire, and not to report that the bus had two flat tires. He also denied therein that he slandered a union member (Beckwith), as charged, but maintained that he told the "truth as [he] observed it." Meier completed reading his prepared statement and was asked by members of the trial board and Union Business Agent Polukord why he gave his statement, to which Meier responded, "because I was asked to by my supervisor." When the same question was posed for the fourth or fifth time, Meier replied, "I made my statement," and refused to further discuss the matter.⁹

The union local determined that Meier violated section 86 of the International constitution¹⁰ and imposed a \$100 fine. Thereafter, Meier pursued a series of unsuccessful interim appeals¹¹ to the International president, general executive board, and finally, by letter dated October 7, 1977, he received notice that the appeals committee and delegates of the 44th convention of the Amalgamated Transit Union sustained the action against him.¹² Meier had exhausted all the avenues of appeal under the union's constitution that were available and paid the fine.¹³

B. Discussion and Conclusions

It is now well settled that unions may impose reasonable fines on their members in order to secure compliance with their constitutions, bylaws, or other properly adopted rules under the proviso to Section 8(b)(1)(A) of the Act.¹⁴ See *Scofield, et al. [Wisconsin Motor Corp.] v N.L.R.B.*, 394 U.S. 423 (1969); *N.L.R.B. v. Allis-Chalmers Manufacturing Co. et al.*, 388 U.S. 175 (1967). *Local 5795, Communication*

⁹ Respondent, on the other hand, asserts that Meier refused to answer any questions as to "whether he was asked or told by any company representative, to submit the statement . . ." In support thereof, Respondent proffered a tape of Meier's speech and the trial board's questions and Meier's responses thereto immediately following said speech which was received over General Counsel's objection. As Respondent represented that there were different voices on the tape, it was listened to for purposes of identification. I noted, *inter alia*, that several individuals spoke at the same time and that neither I nor the court reported could discern what was said. Thus, I reconsidered my previous ruling and rejected the tape as an exhibit. Respondent elected not to place the tape in the rejected file and makes no reference thereto in its brief. Under all the circumstances, I reaffirm my previous ruling rejecting Respondent's offer to prove by the tape that Meier refused to answer any questions. In any event, I do not deem it material whether Meier was "asked" or "told" to give the statement. Rather, for reasons discussed more fully, *infra*, I find material that Meier did not volunteer to give the statement and that he gave it *after* the grievance procedure had been activated.

¹⁰ See Respondent's letter dated November 21, set forth previously, specifying the charges against Meier under sec. 86 (G.C. Exh. 2(a)).

¹¹ G.C. Exh. 2(c) thru (p).

¹² G.C. Exh. 2(q).

¹³ The General Counsel does not contend that Respondent failed to give Meier adequate notice, an opportunity to be heard, or otherwise denied him due process with regard to the charges brought against him.

¹⁴ It is an unfair labor practice under Sec. 8(b)(1)(A) for a union to "restrain or coerce employees in the exercise of the rights guaranteed in Section 7 of the Act." Sec. 7 of the Act states that employees have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection and also have the right to refrain from any and all such activities. A proviso to Sec. 8(b)(1)(A), however, permits a union "to prescribe its own rules with respect to the acquisition or retention of membership."

Workers of America, AFL-CIO (Western Electric Co. Inc.), 192 NLRB 556 (1971).

The proviso, however, does not give a union an unqualified license to expel or fine its members for every infraction of intraunion rules.¹⁵ Thus, the Supreme Court in *Allis-Chalmers*¹⁶ recognized limitations on union rules insofar as they affected a member's employment status. The Supreme Court in *Wisconsin Motor Corp.*¹⁷ subsequently noted further limitations in that internal union rules must reflect a legitimate union interest and not conflict with an overriding Federal labor policy.

In *Cannery Warehousemen*, *supra*, the Board had occasion to consider the interplay of forces as represented by the proviso and those of the Federal labor policy and found, *inter alia*, that the Union violated Section 8(b)(1)(A) of the Act by charging, trying, and fining a member for testifying in an arbitration hearing adversely against another member in violation of the Union's constitution. The Union's actions therein gave way to an overriding national labor policy, as articulated in the *Steelworkers Trilogy*,¹⁸ which favors arbitration as a vehicle for promoting industrial peace. It was reasoned that "[i]f either the employer or the Union were permitted to take reprisal against witnesses before the arbitrator, the integrity of the arbitration process would be destroyed and the arbitration clause perverted."¹⁹

The General Counsel asserts that the instant case presents a logical extension of the rationale expressed in *Cannery Warehousemen*.²⁰ Thus, General Counsel argues that "Respondent's fining of Meier because he complied with his Employer's request for evidence in the preparation for a grievance-arbitration proceeding is no less a subversion of the arbitration process as is the fining of a witness who has actually appeared before an arbitrator."

On the other hand, Respondent contends that there is no basis in law or logic for extending the *Cannery Warehousemen* doctrine to the instant case. Respondent maintains that "a statement given during the pendency of a grievance . . . does not involve the same rights nor require the same 'protection' for the maker or witness as does *live testimony* given at the arbitration hearing." Thus, Respondent argues that in arbitration, unlike the stages prior thereto, both parties may call or cross-examine witnesses, and may elect to subpoena witnesses. In such circumstances, the Respondent characterizes the rationale protecting the testimony of wit-

nesses as "understandable."

In *Local 5795 Communication Workers of America*, *supra*, relied on by Respondent, the Board dismissed a complaint alleging that the union had fined a member (Coogle) because she reported to her employer the breach by a fellow-employee of the company rule against alcoholic beverages on the job and that said fine had a restraining and coercing effect upon her and other employees and served no legitimate purpose in violation of Section 8(b)(1)(A). According to Respondent, *Local 5795* is more analogous to the instant case than *Cannery Warehousemen*. I disagree.

In *Local 5795*, unlike the case at hand, the informant (Coogle), not only reported that she discovered an alcoholic beverage at her machine but volunteered the identity of the employee she presumed responsible and suggested that still another employee be questioned about it. As a result of the leads volunteered by Coogle, the company disciplined the employee named by her as responsible for having the alcoholic bottle on company property. The information supplied by Coogle (unlike Meier's statement herein), was not given during the pendency of a grievance. In further contract, the union charges against Meier were not predicated on his alerting management initially of what he perceived to be a hazard but, rather, for the subsequent statement he provided after the grievance machinery under the collective-bargaining agreement had been formally activated. Significantly, Meier's statement (G.C. Exh. 3) reads in pertinent part, "The reason for my concern was the excess smoke from the left rear tires and I was afraid the bus would go on fire," and does not name Beckwith as the alleged wrongdoer. In fact, Meier made it clear that he would not provide material he believed to be critical of a fellow union member. Thus, Meier's actions in spirit, if not in letter, comported favorably with the Union's constitution.

While *Local 5795* is not without relevance,²¹ on balance and for reasons noted above, I find that case factually distinguishable. Of overriding significance is that arbitration and the grievance machinery otherwise were not in issue in *Local 5775*, thereby setting it apart from *Cannery Warehousemen* and the instant case. As previously noted in *Cannery Warehousemen*, the union fine and the proviso to Section 8(b)(1)(A) gave way to an overriding labor policy of promoting industrial peace through arbitration. This was deemed necessary in order to preserve the "integrity" of the arbitral process. In agreement with the General Counsel, I am persuaded that the rationale in *Cannery Warehousemen* is equally applicable herein and the doctrine should be so extended. I can discern no justifiable basis for protecting employees in arbitration on one hand, but, on

¹⁵ *United Steelworkers of America, AFL-CIO CLC, Local Union 5550 (Redfield Company a Division of Outdoor Sports Industries)*, 223 NLRB 854, 855 (1976); *Freight Drivers and Helpers Local Union No. 557 affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Liberty Transfer Company, Inc.)*, 218 NLRB 1117 (1975); *Cannery Warehousemen Food Processors, Drivers and Helpers Local Union 788 et al. (Marston Ball)*, 190 NLRB 24, 26 (1971).

¹⁶ See *N.L.R.B. v. Allis-Chalmers Manufacturing Co.*, *supra* at 195.

¹⁷ *Scofield v. N.L.R.B.*, *supra* at 430.

¹⁸ See, *United Steelworkers of America v. American Manufacturing Co.*, 363 U.S. 564 (1960); *United Steelworkers of America v. Warrior & Gulf Navigation Co.*, 363 U.S. 574 (1960); *United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 U.S. 593 (1960).

¹⁹ *Cannery Warehousemen Food Processors Drivers and Helpers Local Union 788*, *supra* at 27.

²⁰ See, e.g., *United Mine Workers of America, Local 1859 (American Coal Company)*, 235 NLRB 867, 868 (1978); *United Steelworkers of America, AFL-CIO CLC, Local Union 5550*, *supra* at 855.

²¹ Thus, for reasons stated therein, I find General Counsel's further assertion that Respondent's conduct in fining Meier does not reflect a legitimate union interest is without merit. As noted, *inter alia*, "[a]ssuming the Union's rule simply prohibited a member from informing upon another member, it would appear that such a rule would represent a legitimate union interest in promoting harmony within the ranks." *Local 5795 Communication Workers of America*, *supra* at 557. Cf. *Steelworkers Local Union 5550*, *supra* at 855 (repression of testimony). Further in *Local 5795*, and as I find herein, the record failed to establish by a preponderance of the evidence that the imposition of the union fine affected Meier's employment status. Meier testified, *inter alia*, that his duties did not extend to maintaining the bus involved in the incident.

the other, denying such protection to employees because their activities involved steps in the grievance procedure preliminary to arbitration.²² Each step of the grievance procedure, including arbitration, represents an important part of the same continuous process. The grievance-arbitration process was described by Justice Douglas as follows:²³

[T]he grievance machinery under a collective-bargaining agreement is at the very heart of the system of industrial self-government. Arbitration is the means of solving the unforeseeable by molding a system of private law for all the problems which may arise and to provide for their solution in a way which will generally accord with the variant needs and desires of the parties. The processing of disputes through the grievance machinery is actually a vehicle by which meaning and content are given to the collective bargaining agreement.

Apart from matters that the parties specifically exclude, all of the questions on which the parties disagree must therefore come within the scope of the grievance and arbitration provisions of the collective agreement. The grievance procedure is, in other words, a part of the continuous bargaining process. It, rather than a strike, is the terminal point of a disagreement. [Emphasis supplied.]

Having previously determined that the *Cannery Warehousemen* rationale applies to the case at hand, I find that the Union, by charging, trying, and fining Meier for giving a statement to the Employer during the pendency of a grievance, in the circumstances herein, violated Section 8(b) (1)(A) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent, as set forth in section III, above, occurring in connection with the operations of the Employer described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

²² It has been noted that information provided during the early stages of a grievance may actually contribute toward the settlement of grievances without arbitration and thereby prevent overburdening the arbitral process. *Fawcett Printing Corporation*, 201 NLRB 964, 972 (1973). See also *Rockford Newspapers, Inc.*, 229 NLRB 429, 433 (1977).

²³ *Steelworkers v. Warrior & Gulf Co.*, *supra* at 581.

Upon the basis of the foregoing facts and the entire record, I make the following:

CONCLUSIONS OF LAW

1. Transport of New Jersey is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Amalgamated Transit Union, Division No. 825, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By charging, trying, and fining Robert Meier, an employee-member, because he provided a statement to the Employer about another employee-member's grievance in connection with the grievance machinery under the collective-bargaining agreement, Respondent restrained and coerced employees in the exercise of the rights guaranteed them by Section 7 of the Act, in violation of the provisions of Section 8(b)(1)(A) of the Act.

4. By engaging in the aforesaid conduct, Respondent has engaged in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. To remedy the coercive and restraining effect upon all employee-members, by the intraunion trial procedure and the resulting fine against Robert Meier, it is recommended that Respondent be required to refund the full amount of the fine²⁴ against Robert Meier, with interest assessed in accordance with *Florida Steel Corporation*, 231 NLRB 651 (1977), and to rescind and expunge from its records any documents or entries purporting to show that the fine or disciplinary action was otherwise taken against Robert Meier because of the statement he provided the Employer in connection with the grievance machinery under the collective-bargaining agreement.

[Recommended Order omitted from publication.]

²⁴ In the circumstances of this case, noting particularly that the Board has not previously determined the precise issue involved herein, I reject the General Counsel's request that Respondent be ordered to reimburse Robert Meier for travel and other expenses incurred by him in challenging Respondent's charges against him. See, e.g., *Television Wisconsin, Inc.*, 224 NLRB 722, 781 (1976).