

**United Steelworkers of America, Local No. 8061,
AFL-CIO (Arrowhead Engineering Corp.) and Evelyn
Hinckley. Case 25-CB-2521**

October 14, 1976

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS FANNING
AND JENKINS

On June 22, 1976, Administrative Law Judge Bernard Ries issued the attached Decision in this proceeding. Thereafter, the General Counsel filed limited 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, and conclusions¹ of the Administrative Law Judge and to adopt his recommended Order.

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 the Respondent, United Steelworkers of America, Local No. 8061, AFL-CIO, its officers, agents, and representatives, shall take the action set forth in said recommended Order.

¹ In his Decision the Administrative Law Judge in several instances inadvertently referred to "Section 8(a)(1)" in place of "Section 8(b)(1)(A)" of the Act. Such inadvertent misstatement is hereby corrected.

DECISION

STATEMENT OF THE CASE

BERNARD RIES, Administrative Law Judge: A hearing was held in this case on May 4, 1976, at Knox, Indiana, pursuant to a charge filed on February 10, 1976, and a complaint issued on March 31, 1976. The complaint alleges that on several occasions since August 11, 1975, agents of Respondent restrained and coerced employees in the exercise of their Section 7 rights and thereby violated Section 8(b)(1)(A). A helpful brief was received from the General Counsel on or about June 8, 1976; Respondent's brief, although received late, was timely mailed and has been considered.

Upon the entire record¹ and my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Arrowhead Engineering Corporation is an Indiana corporation which, at all times material, has been engaged at its Knox, Indiana, facility in the manufacture, sale, and distribution of precision split steel pulleys and related products. During the year prior to issuance of the complaint, a representative period, Arrowhead Engineering Corporation purchased, transferred, and delivered to its Knox facility goods and materials valued in excess of \$50,000 which were transported to the facility directly from States other than the State of Indiana. The Respondent admits, and I find, that Arrowhead Engineering Corporation is now, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

The complaint alleges, the answer admits, and I find that the Respondent is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act. I further find that it would effectuate the policies of the Act to assert jurisdiction over Respondent.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. Background

Respondent is the collective-bargaining representative of the production and maintenance employees at Arrowhead Engineering Corporation. Evelyn Hinckley, the Charging Party, is an employee of Arrowhead Engineering Corporation. She is the wife of Emmett Hinckley, also an employee. In early 1974, Emmett Hinckley became vice president of Respondent Union, and later in 1974, he became its president.

Around July 1974, Arrowhead created the position of toolroom crib attendant. Although Arrowhead was operating three shifts at the time, it initially put only one crib attendant position into effect, on the day shift. Evelyn Hinckley bid on, and was awarded, the position. Subsequently, at some undisclosed time, a crib attendant was assigned to each of the other two shifts, as discussed below.

Because Arrowhead had not negotiated the pay rate for the crib attendant job with Respondent prior to putting it into effect, Emmett Hinckley, then the vice president of Respondent, and John Tubbs, then the chief steward for Respondent,² filed a "policy grievance" in July 1974. Hinckley testified that the grievance was customarily referred to as "Evelyn's grievance." The grievance ultimately went to arbitration, the arbitrator ruled in favor of Respondent, and, pursuant to the arbitrator's decision, Respondent and Arrowhead commenced negotiations about the appropriate pay rate for the job, probably in the summer of 1975.

¹ Counsel for General Counsel has filed an unopposed motion to correct the record. The motion is granted with one exception. I disagree with the contention of General Counsel that the word "didn't" appearing at p. 116, l. 25, should read "did."

² The parties stipulated that Tubbs subsequently served as vice president of Respondent from the fall of 1974-February 1975 and from June 1975-January 1976, when he became president.

In the interim, perhaps in early 1975, employee Marlene Ferry was assigned to the position of crib attendant on the third shift. Around March 1975, Arrowhead closed down its third shift. About the same time, Marlene Ferry was removed from the job of toolcrib attendant and assigned to a less desirable job of operator, on the second shift. The record is in conflict as to whether Ferry was removed from the crib attendant job prior to or subsequent to the closing of the third shift, but it seems probable that the two events coincided.

On March 14, Ferry filed a grievance protesting her removal from the crib attendant job; her claim was couched in terms of her seniority, and she was evidently asserting that, when the third shift closed down, she should have been assigned as a crib attendant on another shift, in preference to the employees holding that position on the other shifts with inferior seniority. Around this time, Respondent's representatives and Arrowhead were having discussions about the seniority rights of employees who had been on the third shift; the record shows that Ferry had greater plant seniority than Evelyn Hinckley.

On March 14, at the first step of the grievance procedure, instead of meeting Ferry's seniority claim head-on, the Company replied that Ferry was "not considered capable of continuing in the toolcrib attendant position," and it reiterated this contention at the next two steps. In April 1975, at the third step of the grievance procedure, Emmett Hinckley, who by that time had become president of Respondent, acquiesced in the Company's claim that Marlene Ferry had been an incompetent crib attendant and "signed off" on the Ferry grievance.³

It appears from the record that John Tubbs, who became vice president and a member of the grievance committee in June 1975, was unhappy with Emmett Hinckley's decision to "sign off" on the Ferry grievance. He testified that he was "displeased" with the disposition of that grievance.

On July 2, 1975, the Company and Respondent's representatives met to negotiate the crib attendant pay rate pursuant to the arbitrator's decision. Emmett Hinckley was present at the meeting; although he was president of the Union at that time, he was not a member of the grievance committee. Not much progress was made at the July 2 meeting. There may have been another meeting before Hinckley left for vacation at the end of July 1975; the record is unclear on this. On July 28, while Emmett and Evelyn Hinckley were on vacation, the grievance committee, composed of Tubbs, the chief steward, and another member, reached agreement with the Company about the rate of pay for the job. The committee accepted the same rate of pay that the Company had originally assigned to the job.

B. *The Alleged Threat of August 11, 1975*

The first substantive allegation of the complaint (par. 5(b)) is that Vice President John Tubbs threatened, on or about August 11, 1975, "to cause the employer to discharge certain employees of the employer because such employees

protested the Respondent's handling of grievances." This appears to relate to certain testimony given by Emmett Hinckley, although I am less than confident in this assertion. See footnote 9, *infra*.

Hinckley credibly testified that, when he returned from his vacation on August 11, and discovered that Tubbs and the committee had signed off on "Evelyn's grievance," he questioned Tubbs as to why he had done so. Tubbs told him that if he did not like it he should call United Steelworkers staff representative, Don Tobin. When Hinckley stated that he did not see how Tubbs could have signed off at the same pay rate that the Company had originally assigned to the job, Tubbs replied, "Well, I done it, and I'm going to have Evelyn's job next." Tubbs testified to several conversations with Hinckley about signing off on the policy grievance, but his version of those conversations contained no reference to "having Evelyn's job." I believed Hinckley's testimony; he appeared somewhat tentative, perhaps from the effects of medication,⁴ but, albeit, an honest witness. Tubbs' testimony did not breed confidence.

I do not, however, see how Tubbs' statement to Hinckley can be construed, as the complaint alleges, to be a threat "to cause the employer to discharge certain employees of the employer because such employees protested the Respondent's handling of grievances."

In the factual setting, "such employees" would have to be Evelyn Hinckley. The threat to "have Evelyn's job next" does not on its face indicate that Tubbs was displeased with Evelyn for having "protested the Respondent's handling of grievances," which, as of August 11, she had not done. Since it appears from the record that Tubbs was displeased with Emmett Hinckley's handling of the Ferry grievance and believed that the grievance should have been prosecuted further, Emmett Hinckley may have understood the threat to "have Evelyn's job next" as an assertion by Tubbs that Ferry, who had the greater seniority, should be occupying the day-shift crib attendant job, and that Tubbs was going to attempt to see that she got the job.

In any event, the statement, "Well, I done it, and I'm going to have Evelyn's job next," is ambiguous and, I believe, cannot be fairly read, on the given facts, as a threat "to cause the employer to discharge certain employees of the employer because such employees protested the Respondent's handling of grievances." I will therefore recommend that paragraph 5(b) of the complaint be dismissed.⁵

C. *The Alleged Threats Directed to Evelyn Hinckley*

The complaint alleges (par. 5(c)) that George Luckett, treasurer of Respondent, on several occasions during the period from August 11 to December 30, 1975, and John

⁴ The record shows that Hinckley has recently had a long siege of illness.

⁵ There is testimony by Evelyn Hinckley, discussed *infra*, that, in April, Tubbs had spoken to her of his displeasure with Emmett having signed off the Ferry grievance, and his determination to replace Evelyn with Ferry as crib attendant. With knowledge of those conversations, Emmett might have understood Tubbs' August 11 remark as part of a continuing vendetta against Emmett for signing off the Ferry grievance, and this, conceivably, could lay the groundwork for finding a violation. But General Counsel failed to elicit from his witnesses, the Hinckleys, that Evelyn had told Emmett about the conversations with Tubbs. Since General Counsel failed to do so, I refuse to infer that fact, even though I think it likely occurred.

³ To "sign off" on a grievance is to withdraw it, or to acquiesce in the employer's denial of the grievance.

Tubbs, on or about August 11 and in November 1975, "threatened to cause employees of the employer to lose their jobs because their relatives had 'signed off' certain grievances."

Evelyn Hinckley testified that, in April 1975, Tubbs talked to her about her husband having signed off on Ferry's grievance and told her that "he was going to get me out of the crib and Marlene Ferry was going to have my job." Later that month, Tubbs, in the presence of Lockett, told Hinckley that what her husband had done about the Ferry grievance was "pretty rotten," and that "he was going to get [Ferry] back in the crib, and I would be out."⁶

Around August 13, after her return from vacation, Hinckley inquired of Lockett and Tubbs about the progress of the "policy grievance"; Tubbs said that "they had signed off on the policy grievance because Emmett had signed off on Marlene Ferry's grievance." That evening, Evelyn Hinckley called Union Staff Representative Tobin, who is located in South Bend, to complain. The following day, August 14, Tubbs told her that she should not have called Tobin, that there was no longer anything she could do about the grievance settlement, and that she "wasn't going to be in the crib any longer; Marlene Ferry would be in."

During this period, according to the testimony of Tobin, who was substantially corroborated by Evelyn Hinckley, she called Tobin a number of times, in September, October, and November, 1975, about her inability to convince Tubbs to file certain grievances on her behalf pertaining to overtime pay. Tobin testified that he kept referring Hinckley to Tubbs, and also talked to Tubbs, telling him to be sure to file the grievances on Hinckley's behalf. The record shows that, on September 15 and October 7, Tubbs filed such grievances on behalf of Evelyn Hinckley.

Hinckley testified that on one occasion in November, after she had called Tobin about some matter, Tubbs came to the toolcrib and warned her "not to call Don Tobin about anything or to talk to any other union official about anything, that I was to come directly to him." Tubbs repeated that she would "be taken out of the crib."⁷

Tubbs denied that he had ever engaged in discussions of the Ferry grievance with Evelyn Hinckley; denied that he had had any conversations with Evelyn Hinckley about the resolution of the policy grievance; but testified that, on one occasion, Tobin called him to relay a complaint from Evelyn Hinckley and that he thereafter told her that, if she wanted a grievance written up, she should approach him rather than bother Tobin. As indicated, Tubbs conceded at the hearing that he was "displeased" with Emmett Hinckley's disposition of the Ferry grievance.

Hinckley testified that, in November 1975, Treasurer Lockett told her that "I'd better watch myself, that John was going to get me out of the crib and to put Marlene Ferry back in it. I was going to lose my job." In the first part of December, Lockett again told her that Tubbs was

"going to get me out of the crib, that I was going to lose my job." Lockett denied ever telling Hinckley that Tubbs was after her job.

I found Evelyn Hinckley to be a thoughtful witness and honest in demeanor. Tubbs was a rather defensive witness; some of his testimony supported that given by Hinckley and his sweeping denials were, in the situation, implausible. The same is true of Lockett. I do not believe that Evelyn Hinckley fabricated these conversations, and I credit her.

General Counsel contends that the several statements made to Evelyn Hinckley by Tubbs that he was going to have her replaced by Marlene Ferry constituted unlawful threats in violation of Section 8(b)(1)(A). I fully agree with General Counsel's argument that "a threat to have an employee discharged in retaliation for that employee's dissent over union positions of policy" violates that section, as the cases cited by General Counsel indicate. *Local 636, United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO (Arco Industries, Inc.)*, 213 NLRB 61 (1974); cf. *International Union of Operating Engineers, Local 406 (New Orleans Chapter, AGC)*, 189 NLRB 255, 265 (1971). I further agree with General Counsel's assertion that the direction of such a threat against Evelyn Hinckley, for the manner in which her husband Emmett had conducted the business of the Union, would equally violate Section 8(b)(1)(A). Cf. *Local Union No. 513, affiliated with International Union of Operating Engineers (Maxon Construction Co.)*, 183 NLRB 1134, 1138 (1970); *Golub Bros. Concessions*, 140 NLRB 120, 128 (1962).

General Counsel, to a large extent, concentrates on the relationship between Tubbs' statements about getting Evelyn Hinckley "out of the crib" and his displeasure about Emmett Hinckley's disposition of the Ferry grievance. That relationship has its inner complications. This is not a case where a union official threatens random reprisal against a relative of an employee because of the latter's disfavored intraunion activities in regard to a matter alien to the relative's own status. Here, it is clear that Tubbs in good faith believed that Emmett Hinckley had mishandled the Ferry grievance, and it would appear that he hoped to reverse its resolution. The inevitable consequence of such a reversal would be to get Evelyn Hinckley "out of the crib" and Marlene Ferry, who had greater plant seniority, back in.

It therefore seems to be somewhat of an oversimplification to necessarily read every reference to getting Evelyn out and Marlene in as a threat of blind reprisal; these statements, abstractly, could be construed as conclusionary summations of the natural result of righting what Tubbs perceived to be a wrong done to Ferry.⁸

However, analysis of the testimony in the setting presented discloses various grounds, alluded to by General Counsel, for concluding that Respondent committed violations of the Act. Although my reasoning below does not

⁶ The foregoing testimony predates the 10(b) period; it was received, without objection, as background material.

⁷ Beginning August 20, except for 8 days in December, Emmett Hinckley was on sick leave until February 1976, and Tubbs was the acting chief executive of Respondent.

⁸ I sincerely doubt that Tubbs or Lockett ever conveyed the thought that Evelyn Hinckley was going to "lose [her] job," in the sense of terminating employment, although her testimony occasionally contains such language. I feel certain that, when Tubbs or Lockett spoke about her "losing her job," they meant, and she understood, the reference to be a transfer from her current job to another one.

wholly comport with the complaint allegation, the facts could not have been more fully litigated, as an evidentiary matter. I believe that I have the authority to make the following findings based on those facts; should Respondent disagree with my legal conclusions, it may argue the points of disagreement to the Board, by filing exceptions hereto.

According to Evelyn Hinckley, Tubbs told her on August 13 that the committee "had signed off on the policy grievance because Emmett had signed off on Marlene Ferry's grievance." This statement conveyed to Evelyn Hinckley, in no uncertain terms, that Tubbs and the remainder of the grievance committee had yielded on a grievance in which she had a substantial interest because of another decision taken by her husband in the performance of his union duties. Such a statement falls comfortably within the confines of the precedent earlier cited. It conveyed the message to Evelyn Hinckley that Tubbs was perfectly willing, when the opportunity arose, to sacrifice the employment rights of employees with whom he disagreed about union policies and practices. Such a statement may reasonably be said to have a tendency to chill employees in the exercise of their right to stake out dissenting positions within the union structure, and, accordingly, to restrain and coerce them in the exercise of their Section 7 rights.

On August 14, Tubbs told Evelyn Hinckley that she should not have called Staff Representative Tobin to complain about the resolution of the policy grievance, and that she "wasn't going to be in the crib any longer; Marlene Ferry would be in." Although Tubbs had indicated to Evelyn in their April conversations that the reason Marlene Ferry would be in the toolroom and Hinckley would be out was because of his determination to reverse Emmett Hinckley's disposition of the Ferry grievance, the August 14 statement made no reference to this matter. Instead, it appeared to attribute the threatened displacement to Tubbs' annoyance with Hinckley's call to Tobin. In contacting Tobin to complain about the settlement of the policy grievance, Evelyn Hinckley was engaging in conduct protected by Section 7; and in announcing his displeasure with that action in conjunction with the gratuitous statement that she "wasn't going to be in the crib any longer; Marlene Ferry would be in," Tubbs foreseeably tended to cause Hinckley to conclude that her removal would result not merely as a consequence of a reversal of the Ferry grievance, but because she had engaged in protected activity. By this statement, Tubbs violated Section 8(a)(1).⁹ The fact that Tubbs later filed grievances on Hinckley's behalf, after she continued to call Tobin, does not, in my opinion, nullify the lingering and potentially combustible effect of such a threat, especially since it was renewed in November, as discussed hereafter.

In November, after Hinckley had called Tobin, Tubbs again approached her, told her "not to call Don Tobin about anything or to talk to any other union officials about anything, that I was to come directly to him," and repeated

that she would be "taken out of the crib." For the reasons given above, I find this statement also to be violative of Section 8(a)(1).

As discussed, Treasurer Luckett told Hinckley in November that "I'd better watch myself, that John was going to get me out of the crib and put Marlene Ferry back in it." The admonition that Hinckley had "better watch [herself]" is not only ominous, but plainly suggests that it was her ongoing activity in bypassing Tubbs and directly contacting Tobin, rather than simply Tubbs' desire to undo the Ferry grievance resolution, which prompted the remark. In December, Luckett repeated that Tubbs "was going to get [her] out of the crib." In the light of the thrust of Tubbs' prior remarks, the connotation of Luckett's November cautionary statement, and the reasonable inference arising from this record that Tubbs and Luckett worked closely in union affairs, Luckett's December statement likely carried the same message as his November remark. I conclude, accordingly, that by the foregoing conduct of George Luckett Respondent violated Section 8(a)(1).

D. The Alleged Threat Uttered to Lyda Beehler

Paragraph 5(d) of the complaint alleges that in February 1976 Luckett "threatened to 'blackball' employees of the Employer because their relatives had filed charges with the Board; and because said employees had encouraged said relatives to file charges with the Board."

Lyda Beehler testified that, in February 1976, she had a conversation with George Luckett in which Luckett said that he had found out that Evelyn Hinckley had "filed charges against the Union" and that "he would see if they could . . . blackball" Emmett. Later in the day, however, Luckett told Beehler that he had spoken to Emmett Hinckley "and found out that Emmett wasn't behind the charges that was [sic] filed."¹⁰ Beehler testified that the thrust of Luckett's statement was that Luckett was going to investigate whether Hinckley could be "blackballed"; that she had not understood what Luckett had meant by the term "blackball"; and that she told neither of the Hinckleys about the conversation.

Luckett recalled a conversation with Beehler in which he said that Hinckley had told him he had nothing to do with the charge filed by his wife. Luckett did not recall speaking to Beehler about Hinckley being "blackballed."

Beehler was a most impressive witness. Luckett's concession makes little sense except in the context testified to by Beehler. I credit Beehler.

General Counsel constructs his argument on the persuasive theory that a statement made by a union official to an employee that the union was contemplating punitive action against another employee whose wife had "resorted to the Board's processes" constitutes a violation of Section 8(b)(1)(A). *International Union of Operating Engineers, Local 139 (T. J. Butters Construction)*, 198 NLRB 1195, 1196 (1972); cf. *N.L.R.B. v. Industrial Union of Marine & Shipbuilding Workers [U.S. Lines Co.]*, 391 U.S. 418, 424 (1968), approving *Local 138, International Union of Operating En-*

⁹ This may, indeed, be the violation referred to in par. 5(b), above, which I have dismissed. General Counsel does not explain in his brief which evidence is asserted to support the separate allegations of the complaint; the only testimony as to an occurrence on August 11, referred to in par. 5(b), was that given by Emmett Hinckley, discussed above.

¹⁰ The record shows that Evelyn Hinckley filed the underlying charge here on February 10, 1976.

gineers, AFL-CIO (Charles S. Skura), 148 NLRB 679, 681 (1964). The difficulty here is that Beehler did not testify that Luckett indicated to her the nature of the charges filed; she testified, "Well, he said that he had found out that Evelyn Hinckley had filed charges against the Union," and that, later, Luckett told her that "Emmett wasn't behind the charges that was [sic] filed." Unless Board processes were reasonably implicated in the statements made to Beehler, there is no basis for saying that the statements would have a tendency to deter resort to those processes.

The word "charges," standing alone, is ambiguous—Evelyn Hinckley could have filed any manner of charge against the Respondent. I believe, however, that Luckett's partial concession on this subject satisfactorily clarifies what the two were talking about. Asked if he recalled a conversation with Beehler "with respect to charges filed before the National Labor Relations Board," Luckett answered:

Ms. Beehler and I used to talk just about everyday, you know, about different things; and she wanted something moved, you know, general. And I think I did hear something that day about Evelyn signing; I mean something came up about the Union, against the Union. And if I am not mistaken, I did tell her that I talked to Emmett, and Emmett told me he had nothing to do with it, a signing against the Union at that time.

In the context of the question posed, it is obvious that Luckett and Beehler were speaking of the charge which initiated this proceeding. The Board applied a similar analysis in *The Hanna Building Corporation*, 223 NLRB 703 (1976).

I therefore agree with General Counsel that Luckett's first remarks about possibly "blackballing" Hinckley for filing charges constituted a violation. I think General Counsel is correct in arguing that, even though Beehler did not understand the word "blackball," she perceived it to be a punitive measure, as witnessed by her recall of a word she did not know. I further agree with General Counsel that Luckett's later remarks did not eradicate the ones first uttered. While the Board has held that retraction of a threat is a valid defense, *The Powers Regulator Company*, 149 NLRB 1185, 1186, fn. 1 (1964), I think General Counsel is correct in principle in contending that a retraction of this nature—"We will not take action because we have discovered that we were wrong about the facts"—hardly amounts to a retraction of the underlying threat. Finally, the fact that the proposed action was only in the formative stage is no defense; see *Millwright & Machinery Erectors Local Union No. 720, United Brotherhood of Carpenters & Joiners of America, AFL-CIO (National Maintenance Corporation)*, 196 NLRB 673, 675 (1972).

CONCLUSIONS OF LAW

1. Respondent, United Steelworkers of America, Local No. 8061, AFL-CIO, is a labor organization within the meaning of the Act, and it will effectuate the purposes of the Act for the Board to exercise jurisdiction over Respondent.

2. By the statement of Vice President Tubbs to Evelyn Hinckley, on or about August 13, 1975, that Respondent's agents had not faithfully prosecuted a grievance whose resolution affected her employment conditions because of the manner in which Evelyn Hinckley's husband had performed his duties as president of Respondent; by the statement of Vice President Tubbs to Evelyn Hinckley, on or about August 14, 1975, that her job might be affected by the fact that she had filed a complaint with staff representative Tobin; by similar statements by Vice President Tubbs to Evelyn Hinckley in November 1975, and by Treasurer Luckett in November and December 1975, and by Treasurer Luckett's threat, in February 1976, to "blackball" Emmett Hinckley because his wife had filed charges with the Board, Respondent violated Section 8(b)(1)(A) of the Act.

THE REMEDY

I shall recommend that Respondent be ordered to cease and desist from the unfair labor practices found, and that it be required to post appropriate notices.

General Counsel seeks a broad order; I do not believe the circumstances warrant that remedy. General Counsel further asks that a copy of the notice be mailed to each member of Respondent, citing *Millwright & Machinery Erectors Local Union No. 720, supra*, 196 NLRB at 675. The Trial Examiner there predicated the unusual remedy of mailing on the ground that "the record indicated that only a small percentage of members attend membership meetings." No such evidence is in this record. The normal remedy, which will include posting at the plant, if the Company is willing, seems sufficient.

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

ORDER ¹¹

United Steelworkers of America, Local No. 8061, AFL-CIO, Knox, Indiana, its officers, agents, and representatives shall:

1. Cease and desist from:

(a) Telling employees that their grievances were not or will not be faithfully prosecuted because of their protected union activities or the protected union activities of others.

(b) Telling employees that their jobs might be adversely affected by their participation in protected union activities.

(c) Telling employees that other employees might be "blackballed" from the Respondent because of their participation in filing charges with the Board.

(d) In any like or related manner restraining or coercing its members or the employees it represents in the exercise

¹¹ 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 102.48 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.

of their rights protected by Section 7 of the National Labor Relations Act.

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

(a) Post at its business office, and at all places where notices to members are customarily posted, copies of the attached notice marked "Appendix."¹² Copies of said notice, on forms provided by the Regional Director for Region 25, shall be posted by Respondent after being duly signed by its representative, immediately upon receipt thereof, and shall be maintained for 60 consecutive days thereafter, in conspicuous places. Reasonable steps shall be taken by Respondent to insure that the notices are not altered, defaced, or covered by any other material.

(b) Mail to the Regional Director for Region 25 signed copies of the attached notice marked "Appendix," on forms provided by the Regional Director, for posting by Arrowhead Engineering Corporation in places at its Knox, Indiana, facility where notices to employees are customarily posted, if it is willing to do so.

(c) 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.

¹² In the event the Board's 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 an opportunity to present evidence, the National Labor Relations Board has found that we have violated the National Labor Relations Act and has ordered us to post this notice.

WE WILL NOT tell employees that their grievances were not or will not be faithfully prosecuted because of their protected union activities or the protected union activities of others.

WE WILL NOT tell employees that their jobs might be adversely affected by their participation in protected union activities.

WE WILL NOT tell employees that an employee might be punished by union discipline for filing, or encouraging the filing of, charges with the National Labor Relations Board.

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

UNITED STEELWORKERS OF AMERICA, LOCAL No.
8061, AFL-CIO