

UNFAIR LABOR PRACTICES CLAIMED

Judge Recommends NLRB Order Local Co-op To Rehire Fired Union Activist

BY SUSAN USHER

Contending that the utility has engaged in unfair labor practices, an administrative law judge is recommending that the National Labor Relations Board order Brunswick Electric Membership Corp. to "cease and desist" such activities and to offer reinstatement, back pay and other lost benefits to a fired union activist.

Judge Robert G. Romano's order directs BEMC to offer George Douglas "Doug" Smith his old job or its equivalent; to clear his personnel record of a four-day suspension; and to compensate him for lost wages and benefits.

Smith was hired in February 1988 as a heavy equipment groundman on a right-of-way crew. He was suspended for four days on March 5, 1990, after a Feb. 28 incident, and then dismissed May 10, 1990.

He has since served on active duty in the military; if he is still in service, BEMC is to offer him employment when his stint ends, the judge recommended.

Judge Romano found that Smith had received satisfactory performance evaluations until after he became active in the union, and that the co-op acted discriminatorily in his suspension and later dismissal.

Smith was actively involved in efforts to organize workers at BEMC and was later one of the union's representatives in prolonged contract bargaining negotiations.

The judge's findings and affirmative action order has been transferred to the National Labor Relations Board in Washington, D.C., for review.

Parties to the complaints, which include BEMC and Local No. 495 of the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, have until March 26 to file exceptions to the record of the hearing on which Romano's findings are based. They can also file briefs and request oral arguments before the board.

Romano's findings, conclusions of law and recom-

mended order will be adopted by the board if no exceptions are filed by the deadline. Decisions of the board can be appealed through the courts.

Once exceptions and related briefs are received, the national board can rule on the basis of the submitted record, open the case to oral arguments, or reopen record and receive further evidence, or otherwise dispose of the case.

Also, a new hearing could be requested on the basis of error at the prior hearing.

The initial hearing was held before Romano in Wilmington on June 12, 13 and 15, 1990, and addressed complaints filed by the union regarding incidents that allegedly occurred between July 1989 and May 1990.

BEMC General Manager David C. Batten said he planned to meet with the cooperative's board of directors and labor attorney this week to review the judge's decision and decide the next course of action. The board's labor attorney is Britton Smith Jr. of Smith, Ruff & Combs of Charlotte.

"The board will make that decision," he said. "Then we'll have a response on it."

Following a Sept. 27, 1989, vote to organize the local, bargaining between Local No. 495 and BEMC began Nov. 27, 1989. The parties have yet to reach a contract.

Asserting that an impasse had been reached in negotiations, BEMC has implemented its last offer over union objections that an impasse had not been reached. That question and others alleged labor law violations relating to the unit as bargaining agent and contract negotiations will be the subject of another administrative law hearing scheduled May 5 in Wilmington by Region 11 of the NLRB, said Eugene Ruff of Supply, international representative of the IBEW.

In additional remedy of the violations addressed by his order, Romano directs that BEMC should rescind as-

ignment of "unit" work—work that should be done only by union-eligible employees, to non-unit positions, and stop making such assignments.

On request, he said BEMC should bargain with the union regarding the positions. If an understanding is reached on terms and conditions of employment, it should be reflected in a signed agreement.

In that directive, Romano identified the local as the sole bargaining agent for about 58 BEMC employees, of whom 42 were members at the time of the hearing or trial.

Romano determined that BEMC had unlawfully acted without negotiating with the union when it designated two employees holding unit positions to newly created supervisory/management posts and continued to assign them work Romano agreed with the union was to be done only by union-eligible employees.

BEMC, on March 15, 1990, reassigned the drafting and mapping coordinator and load management coordinator to the new jobs of engineering assistant supervisor and load management coordinator respectively.

The local's potential membership consists of trade and craft employees including right-of-way operators; groundmen; apprentice, first class and 2nd class linemen; heavy equipment operators; electrical technicians; warehousemen and their assistants; servicemen; lighting technicians; building and grounds technicians; load management coordinator; coordinator of services; drafting and mapping coordinator; staking engineers and junior staking engineers; junior service representatives; and dispatchers.

'Cease And Desist'

Romano's recommended order also directs that BEMC and its agents "cease and desist" actions, comments or behavior detailed below that allegedly occurred in

specific past instances that involved different managers or supervisors:

■Threatening employees with unspecified reprisals for engaging in union activity;

■Orally maintaining a rule or practice that discriminatorily prohibits only talk about the union;

■Coercively interrogating any employee about their union activities, interests or sympathies, or those of their fellow employees;

■Creating the impression of surveillance of its employees' activities;

■Urging employees to report overly broad, subjectively perceived "Union pressures" not involving union threats;

■Unlawfully encouraging its employees to identify other employees who support the union;

■Coercing and harassing Smith or any other employee in regard to union activities, or telling employees that continued collective bargaining on the subject of wages is futile.

■In any like or related manner interfering with, restraining or coercing employees in the exercise of rights guaranteed them under labor law, including the rights to participate in a union or not, and to bargain collectively.

One incident addressed was a July 11, 1989, letter from Batten that asked employees to report not only union threats, but "Union pressures" so that they could be stopped.

Judge Romano said the letter could be interpreted by some employees to be broad enough to cover persistent, but lawful attempts by Union supporters to persuade employees to sign union cards during their nonworking time and when off BEMC premises. It could discourage or restrain their involvement in legal union activity "through fear the employee Union proponent's conduct would be reported to management".

Jury Awards Harassment Victim \$176,960

BY TERRY POPE

A woman who said her former employer sexually attacked her while on the job in 1988 was awarded \$176,960 by a Brunswick County Superior Court jury last week.

The amount may be the second-largest ever in the state for the type of conduct involved, said Shallotte attorney James Payne, who predicted the case may open up the courtroom door for other sexual harassment victims.

Gail Bowen Watkins of Wilmington filed suit in April 1989 against her former boss, General Ranson Ennis III, president of G.R. Ennis and Sons Foundry Inc. of Leland. She claimed Ennis sexually attacked her, fondled her and held her against her will inside his office.

Following two weeks of testimony last Thursday, March 5, the jury found that Ennis should pay for assault and battery against Ms. Watkins, for recklessly causing her severe emotional distress and for falsely imprisoning her.

Jurors unanimously awarded Ms. Watkins \$141,960 for personal injuries and \$35,000 in punitive damages.

Ennis' attorney, Roy Trest of Shallotte, told the court that he will appeal the decision to the N.C. Court of Appeals. The deadline to file an appeal is March 15.

Payne, who represented Ms. Watkins, said the \$146,960 award was for emotional anguish and

medical expenses. She released a statement after the verdict, saying that she "first wanted to give the glory to the Lord and to thank the jury for its fair and honest hard work."

The case is significant, said Payne, because it proves that with the help of a "power higher than any human, victims of heinous conduct can get justice."

According to the complaint filed in Brunswick County Superior Court on April 27, 1989, Ms. Watkins worked as Ennis' personal secretary from Oct. 15, 1987, to May 2, 1988.

On April 29, 1988, while in Ennis' office, the defendant grabbed her from behind and pulled her to him, the complaint states. It accused Ennis of rubbing his body against Ms. Watkins "in a lewd, offensive and sexually-suggestive manner."

Ennis was also accused of putting his hands down the defendant's clothing, of fondling her and of trying to force her to have sex, which she did not consent to and found offensive, it states.

When she attempted to break away, Ennis grabbed at Ms. Watkins' breasts, "preventing her from leaving and drug her back into his office," the complaint alleged. He then continued his offensive touching and fondling until a co-employee entered an outer office and Ennis abruptly let go, it stated.

Ms. Watkins then ran out of the office, the

complaint continued. Afterward, she suffered from extreme emotional distress, mental anguish and humiliation. She "has lived and continues to live in a state of extreme anxiety," it claimed.

According to the document, the incident took away her "personal dignity and has affected her self-confidence," causing her to suffer from insomnia, nightmares and spells of anxiety that forced her to seek therapy and counseling.

Ms. Watkins claimed she did not provoke, encourage or yield to the defendant's conduct.

The complaint claimed she was deprived of her liberty and forced to stay at the office where she did not want to be.

"In fact, she discouraged and fought defendant in every way reasonably possible," it stated.

In his answer to the lawsuit, Ennis denied making sexual advances toward Ms. Watkins and asked that the case be dismissed.

The lawsuit asked for at least \$75.57 for compensatory damages, at least \$10,000 for mental anguish and at least \$10,000 for punitive damages.

The jury returned last Thursday with its verdict, finding Ennis guilty of assault and battery, of causing severe emotional distress and of falsely imprisoning her and awarded her \$141,960.

Jurors also found Ms. Watkins was due punitive damages and deliberated again before returning with the additional \$35,000 award.

Temperatures Drop To Normal After Springlike Warm Days

After several weeks of above-average temperatures, temperatures may feel noticeably colder to area residents over the next few days.

The outlook calls for near-normal temperatures, with rainfall slightly above normal, Shallotte Point meteorologist Jackson Canady said Tuesday. "It will colder, but still not too bad for this time of year."

"It's a reminder that there's still a taste of winter left," he continued, noting the area is three to four weeks from the average frost-free date watched by gardeners.

During the next few days he expects temperatures to range from an average in the 40s at night to around 60 degrees during the daytime, with about three-quarters of an inch of rainfall.

That forecast contrasts sharply with recent almost summer-like weather conditions.

For the period of March 3 through 9, for example, Canady recorded a

maximum high temperature of 89 degrees March 8.

The nightly low of 44 degrees occurred March 3.

For the period, the daily average high was 76 degrees and the nightly average low 52 degrees, for an average daily temperature of 64 degrees. "That's about 13 degrees above average for this time of year," said Canady.

Last week was not only warmer than usual, it was also much wetter. Canady recorded 5.51 inches of rainfall during the period.

Of that, 4.75 inches fell during a series of thunderstorms Friday.

"It was very unusual," said Canady. "When you get that much rain—most of which fell in about a three hour period or so—that's a very heavy rainfall for any place."

What seemed like a single thunderstorm was most likely a series of storms that developed and came through the area one after another, he said.

Democrats Are Questioned

(Continued From Page 1-A)

were purchased in April 1991, said Ms. Graves.

She said Democrats can continue to use the 100-amp temporary power source and a rented portable toilet to comply with the law and health codes during functions.

"We're not hurting," added Hart. "If we screw up there, they'd let us know."

According to Lead Electrical Inspector Don Brantley, state codes are flexible about the use of temporary power supplies. Temporary service is for the construction of the building and for testing the electrical system, he said.

"Where do you step in and say no?" asked Brantley.

Building codes allow the use of portions of the permanent wiring system to facilitate construction and is limited "to those instances in which the use of same is deemed to be of reasonable necessity," it states.

Some functions at the headquarters can be interpreted as gatherings to discuss completion of the building, which would be allowed.

State codes also allow the use of heat and air systems before final occupancy to "maintain environmental conditions necessary to facilitate the installation of environmentally sensitive materials," such as floor tiles, paneling and other interior items.

The county school board plans to continue exploring possible use of on-campus patrol officers on middle and high school campuses as it prepares the schools' proposed 1992-93 budget for presentation to county commissioners.

Man In Seaside Shootout Gets 3-Years

A Calabash man charged with shooting another man in the arm at a Seaside office last year was sentenced to three years in prison Monday in Brunswick County Superior Court following a plea bargain agreement.

Julian Herschel Allen, of Valley Road, was charged with the Feb. 19, 1991, shooting that left him and another man injured at the T&T Development Co. office at Seaside Plaza.

William Forrest Taylor Jr. was shot in the arm during the shootout. Allen was also accused of firing shots at two other persons in the building—William Forrest Taylor Sr. and Wayne Taylor, who were not injured.

Allen pleaded guilty Monday to one count of assault with a deadly weapon with intent to kill inflicting serious injury and one count of as-

sault with a deadly weapon with intent to kill.

Superior Court Judge Joe Freeman Britt sentenced Allen to three years in prison on the assault charge and to three years in prison on the assault with injury charge, but suspended that portion of the sentence. He was also placed on three years' supervised probation.

Judge Britt also ordered that Allen pay Taylor Jr. \$1,200 in medical bills and \$1,200 for lost wages.

But Taylor's wife, Pam Taylor, said Tuesday it was "another case of the victim losing in court."

She said the plea agreement reached between defense attorneys and the District Attorney's office Tuesday wasn't the one that the victim's family had agreed to on Monday.

She claims her attorney, David Ford of Long Beach, had reached an

agreement Monday to obtain "just compensation" for Taylor's injuries that would also dismiss a civil suit the Taylors have filed against Allen, which is now pending in District Court.

In exchange, the Taylors had agreed to a probationary term instead of an active sentence, said Ms. Taylor. The District Attorney's office Tuesday rejected the probationary sentence in exchange for an active prison term.

Taylor Jr. suffers from 15 percent

Uniformed Patrol Begins At North Brunswick High

(Continued From Page 1-A)

The campus will be one of the few sites where off-duty officers will work alone, he said.

"I've not been putting an officer in a position like that by themselves; officers need somebody to back them up," he said.

While there have been no reported shooting incidents on Brunswick County campuses during school hours, Marlow noted that "there are places all around us where kids are discharging weapons" in schools.

The North Brunswick campus was quiet during two days of recent surveillance, Sheriff John C. Davis said, and he's not certain how bad the problem is on the campus.

However, he said it would be practical for an officer to be on campus until after school lets out and the grounds are clear.

Superintendent P.R. Hankins said at a recent school board meeting he also has not noticed any incidents on campus during stepped-up visits by him and other system administrators.

However, Principal Robert Harris has asked the school system to use North Brunswick as a pilot for a full-time, on-site law enforcement officer as the No. 1 item on his "want list" for the school.

An officer is needed for the safety and security of students, control of parking lots and unwanted visitors to school property, control of off-limits areas during lunch periods,

disability as a result of the shooting, she said.

"I cannot believe they did this," said Ms. Taylor. "They used what was bargained for on Monday and used that against it today. It's just another case of the victim always losing."

The family had sought a settlement of around \$35,000 in exchange for the guilty pleas, she said.

District Attorney Rex Gore could not be reached for comment on the case Tuesday afternoon.

and possibly as a liaison between the school and the court system in some instances.

At a recent school board meeting, several parents voiced concerns about students and others bringing weapons and drugs on campus, students being threatened and/or beaten on campus, and students leaving campus during school hours to patronize nearby businesses.

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