

American Postal Workers Union, AFL-CIO, Memphis Local (United States Postal Service) and Talmadge G. Tolson, Sr. Cases 26-CB-1457(P) and 26-CB-1468(P)

July 18, 1980

DECISION AND ORDER

**BY CHAIRMAN FANNING AND MEMBERS
JENKINS AND TRUESDALE**

On March 13, 1980, Administrative Law Judge George Norman issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief, and Respondent filed an answering brief to the General Counsel's 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 and to adopt his recommended Order,¹ as modified herein.

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, as modified below, and hereby orders that the Respondent, American Postal Workers Union, AFL-CIO, Memphis Local, its officers, agents, and representatives, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following as paragraph 2(a):

¹ The General Counsel excepts to the failure of the Administrative Law Judge to include a make-whole remedy for all employees who lost benefits as a result of Respondent's adoption and enforcement of its policy of disapproving schedule change requests. We find merit in this exception. The Administrative Law Judge found that Respondent violated Sec. 8(b)(1)(A) and (2) by adopting this policy and by refusing to approve requests for changes of schedule for employees Talmadge G. Tolson, Sr., William Henry, Earl L. McGehee, Lee P. Sharpe, and other employees during the period the policy was in effect. However, he recommended only that Respondent make whole Tolson. There is some evidence in the record that Henry, McGehee, and Sharpe also lost benefits as a result of Respondent's unlawful policy. In these circumstances, we find that a make-whole remedy as to the four named individuals is appropriate, and we will modify the Administrative Law Judge's remedy, recommended Order, and notice accordingly. However, we disagree with the General Counsel's contention that "other employees" should be included in the make-whole remedy. In our view, the inclusion of a remedy for employees who were not named in the complaint and whose status was not litigated at the hearing is in the instant case contrary to established Board precedent and enables the General Counsel to engage in an unwarranted fishing expedition at the compliance stage of this proceeding.

"(a) Make whole Talmadge G. Tolson, Sr., William Henry, Earl L. McGehee, and Lee P. Sharpe for all losses they suffered, if any, as a result of the discrimination against them by reason of Respondent's refusal to approve their requests for changes of schedule, in the manner provided in 'The Remedy.'"

2. Insert the following as paragraph 2(d) and reletter the subsequent paragraphs accordingly:

"(d) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all records, reports, work lists, and other documents necessary to analyze the amount due under the terms of this Order."

3. Substitute the attached notice for that of the Administrative Law Judge.

APPENDIX

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

Pursuant to the Order of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

WE WILL NOT threaten employees of the United States Postal Service, Bulk Mail Center, Memphis, Tennessee, with refusal to approve requests for change in schedule unless they join the union.

WE WILL NOT attempt to cause the United States Postal Service to disapprove a request for change of schedule for any employee.

WE WILL NOT force and require any employee to join or pay dues to the Union by threatening to disapprove a request for change of schedule.

WE WILL NOT institute a policy of disapproving requests for change of schedule and telling employees represented by the Union that such policy is being enforced because an employee filed an unfair labor practice charge with the National Labor Relations Board against the Union.

WE WILL make whole employees Talmadge G. Tolson, Sr., William Henry, Earl L. McGehee, and Lee P. Sharpe for all losses they suffered, if any, with interest, as a result of our refusal to approve requests for changes of schedule because an employee was not a member of the Union and because an employee had filed an unfair labor practice charge

with the National Labor Relations Board against the Union.

WE WILL notify the United States Postal Service, Bulk Mail Center, Memphis, Tennessee, not to give effect to the checkoff authorization coercively obtained from employee William Henry.

WE WILL reimburse employee William Henry for all dues checked off under said checkoff authorization.

AMERICAN POSTAL WORKERS UNION,
AFL-CIO, MEMPHIS LOCAL

DECISION

STATEMENT OF THE CASE

GEORGE NORMAN, Administrative Law Judge: A hearing in this proceeding was held in Memphis, Tennessee, on June 6 and 7, 1979, on a consolidated complaint of the General Counsel against American Postal Workers Union, AFL-CIO, Memphis Local, herein called the Respondent or the Union. The consolidated complaint issued on February 12, 1979, based on charges filed on December 21, 1978, and January 23, 1979, by Talmadge G. Tolson, Sr., acting individually. The complaint alleges in substance that in violation of Section 8(b)(1)(A) and (2) of the National Labor Relations Act, as amended, the Union refused to condone and agree to requests of Tolson and other employees for temporary changes in work schedules submitted to Respondent by said employees.

The Union's answer admitted certain allegations but denied the substantive allegations of the complaint and the commission of any unfair labor practices.

All parties were represented by counsel and were afforded full opportunity to examine and cross-examine witnesses, to introduce evidence pertinent to the issues, and to engage in oral argument. Post-hearing briefs have been received from the General Counsel and from the Respondent. Those briefs have been carefully considered.

Upon the entire record and from my observation of the witnesses and their demeanor while testifying, I make the following:

FINDINGS AND CONCLUSIONS

I. THE EMPLOYER'S BUSINESS

The Employer, United States Postal Service, herein called USPS, is now and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act. The Board has jurisdiction over this matter by virtue of Section 1209 of the Postal Reorganization Act. The facility involved in this proceeding is the Bulk Mail Center located at 1921 Elvis Presley Boulevard, Memphis, Tennessee.

II. THE LABOR ORGANIZATION INVOLVED

The Union is now, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the National Labor Relations Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Issues*

Did Respondent violate Section 8(b)(1)(A) of the Act by:

1. Telling an employee represented by Respondent that in the future it would not approve requests for changes in schedule for the employee unless he became a member of Respondent.

2. Refusing to approve a request for change of schedule for employee Talmadge G. Tolson, Sr., in October 1978.

3. Telling an employee represented by Respondent that it would not, in the future, approve requests for schedule change for him unless he became a member of the Union (November and December 1978).

4. Adopting a policy of disapproving requests for changes of schedule on or about January 12, 1979, and by telling employees represented by Respondent that such policy was being enforced because an employee had filed an unfair labor practice charge against the Union with the National Labor Relations Board.

Did Respondent violate Section 8(b)(1)(A) and (2) of the Act by:

1. Attempting to cause the United States Postal Service to disapprove a request for change of schedule for employee Talmadge G. Tolson, Sr. (December 1978).

2. Forcing and requiring employee William Henry to join and pay dues to Respondent by threatening to disapprove Henry's request for changes of schedules (November or December 1978).

3. Commencing on or about January 12, 1979, and continuing to about February 7, 1979, refusing to approve requests for changes of schedule from employee Talmadge G. Tolson, Sr., William Henry, Earl L. McGehee, and Lee P. Sharp, and other employees represented by Respondent.

B. *Background*

As previously indicated, United States Postal Service operates the Bulk Mail Center at 1921 Elvis Presley Boulevard in Memphis. Respondent has been bargaining representative of employees employed in the Clerk, Maintenance and Motor Vehicle Crafts, at the Center.

Beginning in July or August 1978, Respondent and USPS agreed that thereafter they would utilize a new form, designated PS Form 3189, for the purpose of processing employee requests for temporary changes in work schedules. Respondent and USPS further agreed that thereafter Respondent must condone and agree to employer requests for temporary changes in work schedules before such requests may be approved by the USPS.¹ By

¹ Unit employees at the Bulk Mail Center asked approval for schedule changes to avoid a loss of working time due to attendance at military re-

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giving its approval to requests for temporary schedule changes, Respondent asserts that it will not claim overtime for out-of-schedule time work as a result of the requests.

1. Respondent denies request of employee Talmadge G. Tolson, Sr.

In October 1978² employee Talmadge G. Tolson, Sr., a member of the U.S. Naval Reserve, attended drills at the Naval Reserve Center in Memphis one weekend each month. Tolson's off-duty days at BMC have been Tuesday and Wednesday. On July 30, Tolson approached the Union's steward, Stanley Harris, and asked him to sign a form 3189 in which Tolson was requesting that his off-duty days be changed from Tuesday and Wednesday to Saturday and Sunday during the work period August 12 through 18 for the purpose of attending "monthly military drill weekend." Harris told Tolson that the Union's craft director, Joe Myles, was the only person authorized to sign the form on behalf of the Union. Tolson then approached Myles and asked him to sign the form. Myles responded by asking Tolson if he was a member of the Union. Tolson replied that he was not. Myles then said, according to Tolson, "You need to join the Union." Tolson made no reply to Myles comment. Myles stated further that he was going to sign it this time but unless Tolson joined the Union he could not sign it in the future.³

Tolson testified that, because of budgetary reasons, he was not required to attend drills during the month of September but that, sometime during the first week of October, he approached Myles and handed Myles a new request for change of schedule so that he could attend drill schedules for the month of October. Tolson said that when he submitted the October request to Myles, Myles asked Tolson if he had "joined the Union yet." Tolson replied "No," and Myles then asked him if he were going to join the Union. When Tolson said that he was not, Myles returned the request form to Tolson without signing it.

Tolson then submitted the request to his immediate supervisor and informed him that Myles had refused to sign it. Shortly thereafter Tolson was informed that USPS had disapproved the request because the Union had not signed it. Notwithstanding, on October 22, Tolson attended a portion of the reserve drill scheduled for the month of October, using eight tenths of a hour of annual leave for that purpose.

Myles admitted that he refused to sign Tolson's request for October. He said that when Tolson submitted the October request form for his signature, Tolson told him "there is nothing I could do for him nor the Union could do for him." When questioned as to why he did not approve the request he testified as follows:

serve and national guard drills. These drills are normally conducted one weekend each month.

² Unless otherwise indicated, all events referred to herein occurred in 1978.

³ In the blank marked steward's signature appears the handwritten statement "for George Whitten by S. Harris" Myles denied that the form was submitted to him, testifying that he was in Nashville, Tennessee, on July 30.

Well, I guess because of the irrationality of mine, not thinking at the time, you know. From his statement, it seemed that there was nothing I could do for him nor the Union could do for him, and yet he still needed a signature for the change, but he was saying there was nothing that I could do for him, so

When asked why a statement like that caused him not to approve when he should have approved the request, Myles replied:

With that type of frustration, I guess it was just a momentary impulse to, you know, get back at that time. But then again, like I said, it was not due to his not being a member of the Union.

2. The denial of Tolson's request in December

On December 3, Tolson completed and signed a request for a temporary change in his off-duty days to Saturday and Sunday, December 9 and 10; again for military drill weekend. This time he submitted the request directly to USPS.

USPS superintendent of building and equipment at the Bulk Mail Center, Aubrey R. Friday, testified that he took Tolson's December request to Myles and asked Myles to sign it, but Myles refused. Friday said he reminded Myles the request was for military service but Myles still denied it. Friday then asked Myles if Myles would sign the same request if the request were submitted by the union steward, "Punchy" Turner. Myles said that he would. When Friday asked Myles "what was the difference," Myles replied that Turner was a member of the Union.

Friday then took Tolson's request to Durwood Harris who, at the time, was director of maintenance at the Center. He told Harris of the conversation he had with Myles and both agreed that Friday would sign the 3971 form.⁴

3. The Union files a grievance

Following the USPS approval of Tolson's request for a change of schedule for December, the Union filed a grievance in protest of USPS approval of Tolson's request. The grievance was filed a few days after Friday's conversation with Myles regarding Tolson's December request.

Myles denied that Friday asked him to sign Tolson's request for December. He testified that, while Friday and other supervisors told him that he could not reject Tolson's request because Tolson was not a member of the Union, he told each of them that he agreed he could not deny the request because of Tolson's nonmembership.⁵

⁴ The 3917 form, unlike the 3189 form that requires the signature of a union representative, was used by USPS to indicate its approval of request for schedule changes and the effect of signing that form was to demonstrate that USPS approved Tolson's December request despite the refusal of the Union to sign it.

⁵ To the extent that Myles' testimony is inconsistent with that of Friday, Harris, or Tolson I do not credit it. Friday, Harris and Tolson

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Durwood Harris testified that after he approved unilaterally Tolson's request of December 3, Myles came to his office and protested. Harris told Myles that it was his understanding that Myles was denying the request for the change in off days because Tolson was not a member of the Union. Harris told Myles that under the contract the Union had a responsibility to represent all members of his craft whether they were members of the Union or not. Myles responded that he would represent them in grievance procedures but would not and could not approve a change in off days because of instructions from Whitten that he would not approve changes in off days for nonunion members. Harris then told him that he would continue with his decision and that Myles could take it through the grievance procedure to get it settled. Harris also told Myles that if it were determined that he had to pay overtime because of the change in off days he would pay it.

Howard Brabant, a tour superintendent at the Bulk Mail Center, testified that, following the decision of USPS to approve Tolson's December request unilaterally, he met Myles in the workroom. Myles told Brabant that he was going to have to stop approving requests for changes in schedules without a union steward's signature. When Brabant inquired who he meant, Myles responded that he meant Talmadge Tolson. Brabant then asked Myles why he did not want to sign a change of schedule request for Tolson and Myles replied "because he is not a Union member." Brabant then said that until there were "further orders" USPS would approve schedule changes for military leave "even if the steward didn't." The Union's grievance concerning the unilateral approval of Tolson's request was settled on December 28 on the basis that USPS would no longer approve requests for temporary schedule changes unless such request had previously been approved by the Union. The settlement did not include payment of overtime to Tolson.

4. Employee William Henry

Employee William Henry testified that for the past 4 years he had been attending monthly drills at Little Rock Air Force Base in Arkansas, approximately 145 miles from Henry's home. Because of the distance, Henry left home on Friday and returned on Sunday. Henry's off-duty days at the Bulk Mail Center were Friday and Saturday for the past year. Henry stated that in late 1978 he submitted a request for a change of schedule to Myles for the purpose of attending military drills. When Myles was handed the form he told Henry he was not going to sign it, remarking that Henry was not a member of the American Postal Workers Union, but he did sign the form later. Henry told Myles that he belonged to another Union and that was the reason he did not join the Respondent. Myles then told him to get an application.

Henry made application to join the Union. When asked on direct examination why he made application to join the American Postal Workers Union, he said he was under pressure, that "they kept on saying that I was not a member of the American Postal Workers Union and

testified in a calm, consistent and otherwise credible manner. Myles testified less openly and in a guarded, argumentative manner.

weren't going to sign no more request form, if I didn't join the Union." When asked who he meant by "they" he answered "Mr. Myles," Henry said the only reason he joined Respondent was to get his change of schedule request approved by Respondent.⁶

5. Respondent ceases agreeing to any requests for schedule changes

On January 12, 1979, Union President George Whitten sent a letter to Respondent's stewards at the Bulk Mail Center. It read:

There has been an unfair labor practice filed against the Local APWU concerning schedule changes. The statement was that we would not approve any change for someone who is not a member. This is not true because the individual who made the charge has had his changed before and after this charge. Since this has come up, I feel that we should cease agreeing to any schedule change for anyone for the time being.

Whitten testified that the purpose of the letter was to cease approving requests or changes of schedule until a final resolution of the Tolson case came before the National Labor Relations Board. He said that he alone made the decision to take that action and he did not seek approval of it from the Union's membership. He further stated that he put the policy in effect because of charges of unfair labor practices and "I didn't want anything else to come up to show where we might—say the situation came about again with somebody else and whether they are a member or non-member, saying we were being discriminatory against them. And I think we stopped it for everybody for the time being and we wouldn't be discriminating about disapproving for this one, and approving for this one." When asked why he did not put in a policy of blanket approval rather than blanket disapproval which would accomplish the same purpose, Whitten said he just did not think.

On February 7, 1979, Whitten sent two letters to stewards at the Bulk Mail Center. Whitten testified that it was his intention in sending the letters to instruct stewards to resume approving request for schedule changes after consulting with an attorney. One of the letters stated "no one will be denied schedule change because they did not belong to the Union," and the other read "As always, no one will be denied a schedule change because they did not belong to the Union."

Discussion and Conclusion

The Act guarantees that once a labor organization enters into a collective-bargaining relationship with an employer it is bound to represent the employees in the unit fairly and equally, regardless of their membership or nonmembership in a union. The statement by the Union's craft director, Joe Myles, in response to Talmadge Tolson's request of him to sign the form for a change in

⁶ In his testimony Myles did not deny the remarks attributed to him by Henry.

schedule, that Tolson needed to join the Union and that he was going to sign it this time but unless Tolson joined the Union he could not sign it in the future, is in direct conflict with that portion of the Act which requires a Union to represent the employees in the unit fairly and equally, regardless of union membership or nonmembership. Myles' statement is a threat to breach that duty of equal representation and is violative of Section 8(b)(1)(A) in that it was clearly a coercive attempt to restrain Tolson in his right to be free to join or not join the Union; to continue working in either case; and expect fair representation. *Highway and Local Motor Freight Employees Local Union No. 667, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Owens-Corning Fiberglass Corporation)*, 228 NLRB 398 (1977); *General Teamsters, Chauffeurs and Helpers Local Union No. 298, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Schumacher Electric Corporation)*, 236 NLRB 428 (1978).

In October, Tolson again submitted a request form for schedule change to Myles. Whereupon, Myles asked Tolson if he had joined the Union yet. Upon receiving a negative reply, Myles asked him if he were going to join the Union. Tolson said that he was not. Myles then returned the request form to Tolson without signing it. Because of the union representative's refusal to sign, the employer, USPS, disapproved Tolson's request, resulting in Tolson using eight-tenths of an hour of annual leave for that purpose.

I reject Myles' explanation for refusing to sign Tolson's request for lack of merit. In December, Myles refused to sign Tolson's request when it was presented to him by UPS superintendent, Aubrey R. Friday. Myles admitted that he did not sign the request because Tolson was not a member of the Union.

William Henry testified that Myles told him that he would not sign Henry's request in the future if Henry did not join the Union. Myles also threatened to withhold Henry's request of November 1978, and then later signed the request. Henry's testimony was not controverted by Myles. I find that Myles' conduct, described above, concerning Tolson and Henry constitutes threats by the Union to refuse to represent members of the bargaining unit because they are not members of the Union in violation of Section 8(b)(1)(A) of the Act. *Hughes Aircraft Company*, 159 NLRB 1080 (1966).

Myles' threats to Tolson were followed by his refusal to approve Tolson's request of October and December. Myles knew that such refusal would cause the employer to refuse to grant the requests. And, when the employer told Myles that it was approving Tolson's December request, Myles attempted to get the employer to change his position and to deny Tolson's request. When the employer refused to change his position, Myles filed a grievance against the employer. In the latter part of December the Union prevailed upon the employer to enter into an agreement which provided that thereafter the employer would not approve any request for schedule changes unless the changes were first approved by the Union. A few days after the resolution of the Union's grievance concerning Tolson, the Union issued an Order

to its stewards to deny all requests for schedule changes. That Order remained in effect until February 7, 1979, after which Respondent Union began approving all requests including those of Tolson.

The Union's conduct had the effect of causing the employer to deny an employee a benefit to which the employee was otherwise entitled. The Union's denial to approve the request of Tolson for changes and its order resulting in the refusal to approve anyone's request constitute violations of 8(b)(1)(A) and (2) of the Act. Myles' conduct and the Union's Order, as previously stated, caused the Company to discriminate with regard to the employment conditions of Tolson and other employees. That discrimination reasonably tended to encourage membership in Respondent Union and to restrain and coerce employees in the exercise of their rights guaranteed by Section 7 of the Act. *Federation of Telephone Workers of Pennsylvania, Local 58 (Bell Telephone Company of Pennsylvania)*, 194 NLRB 461 (1971); *United Rubber, Cork, Linoleum & Plastic Workers of America, Local 374 (Uniroyal, Inc.)*, 205 NLRB 117 (1973).

William Henry was forced, under the threat by Myles that he would not approve his request for schedule changes, to join and support Respondent although Henry expressly wished to remain a member of the National Association of Letter Carriers. By that conduct, Respondent violated Section 8(b)(1)(A) and (2) of the Act. It coerced Henry to join and pay dues to Respondent in violation of Henry's Section 7 rights to remain a member of the National Association of Letter Carriers. See *International Union of Electrical, Radio and Machine Workers, Local 601, AFL-CIO (Westinghouse Electric Corporation)*, 180 NLRB 1062 (1970).

CONCLUSIONS OF LAW

1. Respondent American Postal Workers Union, AFL-CIO, Memphis Local, is a labor organization within the meaning of Section 2(5) of the Act.

2. United States Postal Service is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act. The Board has jurisdiction over this matter by virtue of Section 1209 of the Postal Reorganization Act.

3. By threatening employees Talmadge G. Tolson, Sr., and William Henry that Respondent would not approve requests for schedule changes unless they became members of Respondent, Respondent violated Section 8(b)(1)(A) of the Act.

4. By attempting to cause the employer to disapprove a request for change of schedule for employee Talmadge G. Tolson, Sr., Respondent violated Section 8(b)(1)(A) and (2) of the Act.

5. By refusing to approve the request for change of schedule for employee Talmadge G. Tolson, Sr., because he was not a member of Respondent, Respondent violated Section 8(b)(1)(A) and (2) of the Act.

6. By forcing and requiring employee William Henry to join and pay dues to Respondent by threatening to disapprove Henry's request for change of schedule, Respondent violated Section 8(b)(1)(A) and (2) of the Act.

7. By adopting a policy of disapproving requests for change of schedule and by telling employees represented by Respondent that such policy was being enforced because an employee had filed an unfair labor practice charge against Respondent with the National Labor Relations Board, Respondent violated Section 8(b)(1)(A) of the Act.

8. By refusing to approve requests for change of schedule for employees Talmadge G. Tolson, Sr., William Henry, Earl L. McGehee, and Lee P. Sharpe, and other employees represented by Respondent during the period January 12 to February 7, 1979, Respondent violated Section 8(b)(1)(A) and (2) of the Act.

THE REMEDY

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

I will recommend that Respondent make Talmadge G. Tolson, Sr., whole for loss of wages incurred as a result of the Respondent's conduct causing Tolson to take annual leave as a result of Respondent's refusal to approve Tolson's request for change of schedule, with interest thereon to be computed in the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950); and *Florida Steel Corporation*, 231 NLRB 651 (1977). See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1963).

I shall also recommend that Respondent notify the Employer not to give effect to the checkoff authorization obtained through coercion from employee William Henry and to reimburse Henry for all the dues collected from him with interest in the manner provided above. *International Union of Electrical, Radio and Machine Workers, Local 601, AFL-CIO (Westinghouse Electric Corporation)*, *supra*.

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

ORDER⁷

The Respondent, American Postal Workers Union, AFL-CIO, Memphis Local, Memphis, Tennessee, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Threatening employees of the Company with refusal to approve requests for change of schedule unless they join Respondent.

(b) Refusing to approve request for change of schedule for employees unless they join Respondent.

(c) Forcing and requiring employees to join and pay dues to Respondent by threatening to disapprove said employees' request for change of schedule.

(d) Instituting a policy of disapproving requests for change of schedule and telling employees that such policy was being enforced because an employee filed an unfair labor practice charge against Respondent with the National Labor Relations Board.

(e) In any like or related manner restraining or coercing employees in the exercise of their rights guaranteed by Section 7 of the Act except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act.

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

(a) Make Talmadge G. Tolson, Sr., whole for loss of pay he suffered by taking annual leave by reason of this discrimination against him in the manner provided in the section entitled "The Remedy."

(b) Notify United States Postal Service, Bulk Mail Center, Memphis, Tennessee, not to give effect to the checkoff authorization obtained through coercion from William Henry.

(c) Reimburse William Henry for all dues checkoff under said authorization in the manner provided above in the section entitled "The Remedy."

(d) Post at its offices and meeting places in Memphis, Tennessee, copies of the attached notice marked "Appendix,"⁸ Copies of said notice, to be furnished by the Regional Director for Region 26, shall, after being duly signed by Respondent's representative be posted 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 to insure that such notices are not altered, defaced, or covered by any other material.

(e) Forward signed copies of said Appendix to the Regional Director for posting by United States Postal Service, Bulk Mail Center, Memphis, Tennessee, it being willing, at all locations where notices to employees are customarily posted.

(f) Notify the Regional Director for Region 26, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

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. 102.48 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.

⁸ In the event the Board's Order is enforced by a Judgment of the 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."