

tion as guaranteed by Section 7 of the Act, or to refrain from any or all such activities, except to the extent that such right may be affected by the provisos of Section 8(a)(3) of the Act.

WE WILL make whole the following named employees for any loss of pay they may have suffered as a result of the discrimination against them.

Stanley Peterson
Rick White
Dale Griggs

Raul Mazon
Roger Hoskins
Mike Schnur

WE WILL bargain collectively with the Retail Clerks Union Local No. 1167, Retail Clerks International Association, AFL-CIO, as the collective-bargaining representative of all of our employees in the unit described as follows:

All regular full-time and regular part-time employees working in our markets located in Brawley, Calexico, El Centro, Holtville, and Imperial, California, excluding meat department employees, supervisors, guards, and professional employees as defined in the Act.

All of our employees are free to become or to remain, or to refrain from becoming or remaining, members of the above-named Union or any other union, except to the extent that such rights may be affected by the provisos in Section 8(a)(3) of the Act.

COOKS MARKETS, INC.,
Employer.

Dated..... By.....
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, Eastern Columbia Building, 849 South Broadway, Los Angeles, California 90014, Telephone 688-5229.

Wright & Lopez, Inc. and Communications Workers of America,
AFL-CIO. *Case 26-CA-2199. June 24, 1966*

DECISION AND ORDER

On April 15, 1966, Trial Examiner Morton D. Friedman issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision 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 powers in connection with this case to a three-member panel [Members Fanning, Brown, and Jenkins].

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and brief, and the entire

record in this case, and hereby adopts the Trial Examiner's findings, conclusions, and recommendations, with the modifications set forth below.¹

[The Board adopted the Trial Examiner's Recommended Order with the following modifications:

[1. Amend paragraphs 1(a) (and 1(b) of the Trial Examiner's Recommended Order by substituting therefor the following:

["(a) Discriminatorily discharging or otherwise discriminating against any employees because they have testified at Board proceedings."

["(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Communications Workers of America, AFL-CIO, or any other union, 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, or to refrain from any and all such activities."

[2. Delete the first two paragraphs of the Notice to All Employees and substitute therefor the following:

WE WILL NOT discharge or otherwise discriminate against any employees because he has given testimony under the Act.

WE WILL NOT in any like or related manner interfere with, restrain or coerce our employees in the exercise of their right to self-organization, to join or assist the Communications Workers of America, AFL-CIO, or any other union, 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, or to refrain from any or all such activities.]

¹ The Trial Examiner found that the Respondent violated Section 8(a) (3), (4), and (1) of the Act by discharging employee Nathaniel Moore because the employee had testified at a prior Board proceeding. We agree with the Trial Examiner that the discharge for the asserted reason violated Section 8(a) (1) and (4) of the Act. In view of our affirmance of the Trial Examiner's 8(a) (1) and (4) finding, we find it unnecessary to pass on his 8(a) (3) finding inasmuch as such a finding would not materially alter the scope of our order and remedy herein.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

Upon a charge filed on September 20, 1965 and an amended charge filed October 26, 1965 by Communications Workers of America, AFL-CIO, herein called the Union, the Regional Director for Region 26 of the National Labor Relations Board, herein called the Board, issued a complaint on October 29, 1965, on behalf of the General Counsel of the Board against Wright & Lopez, Inc., herein called the Respondent, alleging violations of Section 8(a) (4), (3), and (1) of the National Labor Relations Act, as amended (29 U.S.C., Sec. 151 *et seq.*), herein called

the Act. In its duly filed answer to the aforesaid complaint, the Respondent, while admitting certain allegations thereof, denied the commission of any unfair labor practices.

Pursuant to notice, a hearing was held before Trial Examiner Morton D. Friedman in Nashville, Tennessee, on January 17, 1966. All parties were present and represented and were afforded full opportunity to be heard, to produce relevant evidence, to present oral argument, and to file briefs. Oral argument was waived. Briefs were filed by the General Counsel, the Union, and the Respondent.

Upon consideration of the entire record in this case, including the briefs of the parties, and upon my observation of the demeanor of each of the witnesses appearing before me, I make the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. THE BUSINESS OF THE RESPONDENT

The Respondent, a Georgia corporation with a place of operations in Nashville, Tennessee, furnishes services to both private and public utilities, which utilities are engaged in interstate commerce within the meaning of the Act. During the 12-month period immediately preceding the issuance of the complaint herein, a representative period, the Respondent performed services for the aforesaid utilities, employers engaged in commerce, of a value in excess of \$50,000.

It is admitted, and I find on the basis of the foregoing, that Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

It is admitted, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *The issue*

There is but one issue: Did the Respondent discharge Nathaniel Moore because Moore gave testimony on behalf of the Union in a prior hearing on objections to an election conducted by the Board in which the Union sought certification as the bargaining representative of Respondent's employees?

B. *Background*

Pursuant to a decision and direction of election, a secret-ballot election was conducted under the supervision of the Board's Regional Director for Region 26 among the employees of the Respondent herein upon the petition of the Union in Case 26-RC-2342.¹ The Union lost the election and filed objections to conduct allegedly affecting the results of the election. By order of the Board, a hearing was held as to two of the objections on August 17, 1965. At that hearing, Nathaniel Moore, the alleged discriminatee in the instant proceeding, testified as to certain alleged objectionable conduct on the part of the Respondent as did five other of the Respondent's employees. A review of the testimony and the Hearing Officer's report on the objections reveal that the testimony given by Moore was no more damaging to the Respondent than the testimony of the other employees who testified.² Thereafter, on September 15, 1965, Moore was discharged.

C. *The events and the testimony*

As here above set forth, Respondent performs services for various public and private utilities. Among its customers is Southern Bell Telephone and Telegraph Co. The services which Respondent performs for this company consist, among other things, of the laying of telephone cable in various sections of Nashville, Tennessee.

¹ Unreported

² All of the foregoing is from the record in Case 26-RC-2342 of which I take official notice. I note that the objections were sustained and the election set aside upon the basis of the testimony of all of the employees at the objections hearing. All employee testimony was credited by the Hearing Officer. It should be noted, however, that at the time of Moore's discharge the Hearing Officer's report had not yet issued.

Prior to September 15, 1965, Moore had been employed by the Respondent for approximately 2 years as a laborer. He had been hired at the rate of \$1.25 per hour and after approximately 6 to 8 months his pay rate was raised to \$1.30 per hour. During his employment with the Respondent, Moore had various foremen and supervisors. At the time of his discharge, Moore was working under Ernest Reed, an admitted supervisor.

The Respondent's employees work digging ditches and laying cable and are divided into numerous work gangs. Moore had been assigned to Reed's work gang on September 13, and worked for Reed for a period of 2 days until September 15 when Reed discharged him. On September 14, Moore was assigned to dig a ditch for the laying of cable on a job known as the Shelby Avenue job. After Moore had completed digging the ditch, a representative of the telephone company named Jones inspected the ditch and told Moore that the ditch was not deep enough. Moore thereafter proceeded to dig the ditch to the depth that was required. This took him an extra 15 or 20 minutes. Moore testified that aside from this instruction from the representative of the telephone company, Reed did not criticize Moore's work in any manner whatsoever. Moore further testified that no other supervisor under whom he had worked for the Respondent had criticized his work in any manner except to tell him to "get more out of it." However even this was done in a joking manner. Moore steadfastly denied that Reed had ever spoken to him about his work prior to the morning of September 15.

According to Moore, on the morning of September 15, W. E. Boyles, known as "Shorty," another employee of the Respondent doing the same type of work as Moore, told Moore that Reed had told Shorty that Jones, the telephone company inspector, had told Reed that Moore was not worth 15 cents. Boyles also told Moore that Reed said that if Moore did not do any better he would "take him in." Upon hearing this from Boyles, Moore sought out Reed who was working some distance away repairing some machinery and repeated to Reed what Boyles had told Moore. Moore also related to Reed that Boyles told Moore that Reed would bring Moore in. At that, Reed told him that he was taking Moore in. Then Reed told a truckdriver to take Moore into the office, which the truckdriver proceeded to do. When they arrived at the Respondent's office, the truckdriver told the bookkeeper that Moore was to be discharged and to place on Moore's discharge paper that Moore was unsatisfactory. The bookkeeper replied that he could not do that. On the bookkeeper's instructions, Reed spoke to the bookkeeper on the telephone and told the latter to mark Moore's separation slip "refused to follow instructions." This was done.

The aforementioned separation notice, which was received in evidence, was a Tennessee Department of Employment Security form which, under the laws of Tennessee, must be given each employee at the time of his separation.

Reed's version of Moore's discharge was quite different. He testified that Moore had worked for him a number of times before. He further stated that twice before he had to terminate Moore for failing to do the work that had been assigned to him. Moore, it should be noted, denied emphatically that he had even been discharged by the Respondent or had ever quit the Respondent's employment.

Reed further testified that when Moore had been assigned to him on the 13th, he told Moore that he had better work up to the required standards. He testified that on the day before the discharge, September 14, he had told Moore to do a job over, evidently referring to the ditch job, because Moore had not dug it deep enough. He stated that at other times, when he, Reed, would leave the job momentarily to see to other affairs, he would come back to find Moore loafing. He further testified that in Moore's presence and hearing, other employees on the job told Reed that Moore was loafing and complained about it to Reed. On the 15th, the day of the discharge, before they left the Respondent's office to go out to the Shelby Avenue job, Reed warned Moore and told the latter that he would have to improve his work. Later, after he had repaired some equipment, Reed looked and saw that Moore was loafing and he thereupon fired him. Reed further testified that at the time he discharged Moore he did not know that Moore had testified at the earlier Board hearing. In his testimony Reed made no mention of the alleged fact, as testified by Moore, that Moore had sought out Reed to ask him what he meant by saying he would take him in.

Jones, the telephone inspector, was not called by the Respondent. It was stipulated, however, that the Respondent's employee turnover in a year was 50 to 70 percent. Reed further testified, that in September 1965 when Moore was discharged the Respondent was shorthanded. On cross-examination, Reed could not remember the dates that he claimed he had discharged Moore the first two times. He further,

when confronted with his pretrial affidavit, could not explain why he did not include in his pretrial affidavit that he had discharged Moore twice before although the affidavit stated that Reed had had trouble with Moore in the past.

W. E. Boyles testified for the Respondent. His testimony, however, confirmed the fact that Boyles had related to Moore on the morning of September 15 that Reed had told Boyles that Jones had said that Moore was not worth more than 15 cents. He further confirmed the fact that upon his relating this to Moore, Moore sought out Reed. He in no way confirmed Reed's testimony that it was Reed who came to Moore and discharged him for loafing. He however confirmed Reed that on the 14th, the day before the discharge, he had complained to Reed that the other employees on the job were not carrying their burden. He did not specifically complain about Moore however. He did notice that Moore had stood around a lot but he did not tell this to Reed. Boyles further stated that Reed had told him to let Reed know if Moore failed to do his work. Boyles did not tell anything further to Reed. Reed did not testify that he had told Boyles to let him know if Moore failed to do his work.

James Ezell, a witness called by the General Counsel, testified that during 1965 he worked for 9 months for the Respondent and had occasion to work with Moore. He, like Moore, testified in the representation case against the Respondent. During his employment, after the objections hearing, Ezell had a conversation with a Charlie Burleson, who, Ezell testified, performed the same work as Ernest Reed and told Ezell what to do. This was at a time when Burleson admonished Ezell for not breaking rock fast enough. During that conversation a man named Ellis Gribble told Burleson that he wanted to take the day off. Burleson told Gribble that he should not "because you know the pressure is on you and James [Ezell] about appearing in court up there. . . . Ain't that right, James?"

Ezell also testified that he had observed Moore at his work and Moore had performed the work assigned to him.

C. Analysis and concluding findings

I first turn to the disposition of the question of which version of the discharge and the events leading up to the discharge was credible. It should be noted that, so far as the events of the morning of September 15 are concerned, Moore's version of what occurred is to a great extent confirmed by that of Respondent's witness, W. E. Boyles. As set forth above, both Moore and Boyles testified that it was Moore who sought out Reed to ask the latter what Reed had meant when he told Boyles that he would take him in. Reed, on the other hand, testified that he sought out Moore and saw the latter loafing on the job upon which he discharged him. Accordingly, and from my observation of the witnesses on the stand, I credit Moore's version of the facts as they occurred immediately preceding the discharge.

Moreover, Reed's testimony that he personally had discharged Moore on two previous occasions cannot be believed. I find this so for two reasons. In the first place, Reed was completely unable to recall when he had discharged Moore as he stated. Secondly, even more revealing is the contradictory testimony given by Reed at the hearing and in the investigatory affidavit given to the Board agent investigating the charge herein. A portion of that affidavit was read into the testimony in which Reed stated, in effect, that even though he had trouble with Moore in the past he did not have to take any more action than to speak to him because "he would do something for a while while Reed was present." Yet, on the witness stand Reed adhered to his testimony that he had twice previously discharged Moore.

I find that, under the circumstances, it is incredible that Reed would not have told the Board agent that Moore had been discharged twice before in view of the fact that he stated that he had had trouble with Moore on prior occasions. Moreover, as noted above, it is a requirement of the law of Tennessee to make out a Tennessee Department of Employment Security form each time an employee is discharged. Yet, Respondent made no offer to introduce into evidence the copies of the form which would have been filled out for Moore on the two prior discharges. Accordingly, I do not credit Reed's testimony to the effect that on two earlier occasions he had had to discharge Moore.

Because I do not credit Reed's testimony in other respects, I do not credit his denial that he knew, at the time of Moore's discharge, that Moore had testified at the objections hearing.

I find, on the other hand, that the testimony and all of the evidence in the case leads to the conclusion that Moore was a satisfactory employee. I so conclude

not only from the fact that Reed's testimony failed to stand up under cross-examination, but also from the fact that Moore had been employed by the Respondent for a period of almost 2 years at a time when Respondent had a tremendous employee turnover. Moore had received an increase in his wage rate some 6 or 8 months after he was employed by the Respondent. Additionally, I note Ezell's testimony to the effect that Moore was performing satisfactorily. Additionally, Boyles did not testify that it was Moore and Moore alone who was not working on the 14th, the day that Boyles complained to Reed. Accordingly, I find, that contrary to the testimony of Reed, Moore had been a satisfactory employee insofar as his work performance was concerned. I find, additionally, that Reed did not warn Moore about the latter's work performance.

Having found that Moore was a satisfactory employee, and furthermore having concluded that Moore was discharged, without any prior warning or reprimand, in the manner to which he testified, namely that he had sought out Reed for an explanation of Reed's statement to Boyles on a day prior to the discharge, I come now to the basic reason for the discharge. In doing so, I consider the undisputed testimony of Ezell to the effect that Burleson had stated to employee Alex Gribble that he should not take the day off because he knew the pressure was on Gribble and Ezell about appearing in the prior Board hearing.

I conclude, in the first instance, that Burleson was a supervisor. Ezell testified without contradiction that Burleson performed the same function as did Reed, an admitted supervisor. He further testified that Burleson directed employees in their work and, moreover, it was of Burleson that Gribble asked for time off. Furthermore, Ezell testified, in effect, that Burleson reprimanded employees who were not performing their work as exemplified when Burleson asked Ezell why he was not getting the rock broken faster.

I find from the foregoing that there is sufficient evidence in the report to support a finding that Burleson possessed sufficient indicia of supervisory authority to conclude that Burleson was a supervisor.³ Thus there is also evidence in the records sufficient to impute to the Respondent Burleson's warning to employees for having testified against the Respondent.

At the very least, Ezell's testimony with regard to Burleson provides evidence of Respondent's displeasure with employees who testified against the Respondent at the earlier Board hearing. Considering the Ezell-Burleson conversation, the fact that Moore, as I have heretofore found, was a satisfactory employee, and the complete lack of reliability of Reed's testimony as to the reason for Moore's discharge, there remains no other explanation for Moore's discharge but the Respondent's desire to rid itself of employees who took part in the Board's proceeding against the Respondent in the objections hearing. In arriving at this conclusion, I have considered the fact that Reed gave two different reasons for Moore's discharge, that Moore was loafing and Moore failed to follow instructions. Moreover, I conclude that all of the evidence, though not overwhelming, is sufficient to raise a permissible inference upon which to base a conclusion that Respondent violated the Act by discharging Moore. An "inference of discriminatory motivation is sustained and is buttressed by the fact that the explanation for the Respondent's action failed to stand under scrutiny."⁴ Moreover, as heretofore fully explicated, I find Reed's testimony to have been so unreliable that I conclude not only that it was untrue but also that "the truth is the opposite of his story."⁵

Also, in coming to the foregoing conclusion, I have not disregarded the obvious fact that there is no evidence that any of the other employees who testified at the objections hearing were discharged under circumstances similar to that of the discharge of Moore. But, I also note that none of the employees who testified along with Moore at the objections hearings, with the possible exception of one, are any longer in the employ of the Respondent. Accordingly, I find and conclude that under all the circumstances in the case an inference of discriminatory motivation is sustained and that the true reason for Moore's discharge was his testifying at the Board hearing. A discharge under these circumstances constitutes violations of Section 8(a)(4), (3), and (1) and I so find.

³ *Des Moines Foods, Inc.*, 129 NLRB 890; *Minotte Manufacturing Corporation*, 131 NLRB 684; *Research Designing Service, Inc.*, 141 NLRB 211, *Bausch & Lomb, Incorporated*, 140 NLRB 1400.

⁴ See *N.L.R.B. v. Griggs Equipment, Inc.*, 307 F.2d 275, 278 (C.A. 5).

⁵ *N.L.R.B. v. Walton Mfg. Co.*, 369 U.S. 404, 408.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

V. THE REMEDY

Having found that the Respondent has committed certain unfair labor practices, I shall recommend that it be ordered to cease and desist from such conduct, and to take certain affirmative action designed to dissipate its effects.

I shall recommend that Respondent, having discriminatorily discharged Nathaniel Moore, be ordered to reinstate Moore to his former or substantially equivalent position of employment, without prejudice to his seniority and other rights and privileges, and to make him whole for any loss of earnings suffered as the result of Respondent's unlawful action. Backpay will be computed in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289, with interest added thereto in the manner set forth in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

Upon the basis of the foregoing findings and upon the entire record in this case I make the following:

CONCLUSIONS OF LAW

1. Respondent is an employer within the meaning of the Act.
2. Communications Workers of America, AFL-CIO, is a labor organization within the meaning of the Act
3. By discriminatorily discharging Nathaniel Moore for having testified at a Board hearing, the Respondent violated Section 8(a)(4), (3), and (1) of the Act.
4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

RECOMMENDED ORDER

Upon the basis of the conclusions of law and upon the findings of fact and upon the entire record in the case, it is recommended that Wright & Lopez, Inc., its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discouraging membership in Communications Workers of America, AFL-CIO, or any other labor organization of its employees, by discriminatorily discharging them for having testified in a Board proceeding or in any other manner discriminating against any employee in regard to his hire, tenure, or other term or condition of employment.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights 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 or to refrain from any and all such activities.

2. Take the following affirmative action found necessary and designed to effectuate the policies of the Act

(a) Offer to Nathaniel Moore immediate, full, and unconditional reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights, privileges, or working conditions, and make him whole for any loss of earnings he may have suffered, in the manner set forth in the section hereof entitled "The Remedy."

(b) Notify Nathaniel Moore if presently serving in the Armed Forces of the United States of his right to full reinstatement upon application, in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

(c) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary or useful in computing the amount of backpay due as herein provided.

(d) Post at its place of business in Nashville, Tennessee, copies of the attached notice marked "Appendix."⁶ Copies of said notice to be furnished by the Regional Director of Region 26, shall, after being duly signed by its authorized representative, be posted immediately upon receipt thereof and be retained by it for a period of 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the aforesaid Regional Director, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith.⁷

⁶ In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner," in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "a Decision and Order."

⁷ In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify the aforesaid Regional Director, in writing, within 10 days from the date of this Order, what steps have been taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT discourage membership in Communication Workers of America, AFL-CIO, or any other union, by discriminatorily discharging, or in any other manner discriminating against any employee in regard to his hire, tenure, or other term or condition of employment.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist the above-named Union or any other union 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, or refrain from any or all such activities.

WE WILL offer to Nathaniel Moore immediate, full, and unconditional reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights, privileges, or working conditions and make him whole for any loss of earnings he may have suffered by reason of our discrimination against him.

All our employees are free to become or remain, or refrain from becoming or remaining, members of the above-named Union or any other labor organization.

WRIGHT & LOPEZ, INC.,
Employer.

Dated _____ By _____
(Representative) (Title)

NOTE.—We will notify the above-named employee, if presently serving in the Armed Forces of the United States, of his right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 746 Federal Office Building, 167 North Main Street, Memphis, Tennessee 38103, Telephone 534-3161.