

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**AT&T SERVICES, INC.**

**Respondent**

**and**

**Case 07-CA-228413**

**VERONICA ROLADER, an Individual**

**Charging Party**

**COUNSEL FOR THE GENERAL COUNSEL'S BRIEF TO THE BOARD**

**Respectfully submitted,**

**Rana Roumayah, Esq.  
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Now comes Counsel for the General Counsel, Rana Roumayah, and respectfully submits this Brief to the Board, per the Order Transferring Proceeding To The Board, dated July 28, 2020.

## **I. PROCEDURAL BACKGROUND**

On September 28, 2018, the Charging Party, Veronica Rolader (Rolader) filed an unfair labor practice charge against AT & T Services, Inc. (Respondent). The charge alleges the Respondent violated Section 8(a)(1) and (2) of the National Labor Relations Act (the Act) when it continued to deduct union dues and fees from Rolader after she lawfully and validly requested to revoke her dues check-off authorization on June 14, 2018 and December 22, 2018. The charge alleges that Respondent continued to deduct dues or fees from her wages after the expiration of Respondent's collective bargaining agreement (CBA) with the Communications Workers of America, AFL-CIO (Union), thereby also giving unlawful assistance and support to the Union. Further, the charge alleges that Respondent was party to a CBA with the Union containing unlawful restrictions to employees' Section 7 rights, namely the clauses which require employees seeking to revoke dues check-off authorizations to (a) advise Respondent's payroll office by an individually-signed letter with one letter per envelope, and (b) send revocation requests by registered or certified mail. (Ex. 1(a)).<sup>1</sup>

The Region issued a Complaint and Notice of Hearing on May 31, 2019, and an Amended Complaint and Notice of Hearing on November 7, 2019. (Ex. 1(c) and 1(h)) The hearing was set for January 23, 2020. On January 22, 2020, the Counsel for the General Counsel, Respondent and Charging Party submitted a Joint Motion to Submit Stipulated Record

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<sup>1</sup> All exhibits are from the Joint Motion to Submit Stipulated Record to the Board and Joint Stipulation of Facts, dated January 22, 2020.

to the Board and Joint Stipulation of Facts. On July 28, 2020, the Board issued an Order Approving Stipulation, Granting Motion, And Transferring Proceeding To The Board. On July 30, 2020, the Union filed a Motion To Intervene And Motion To Remand And Reopen The Record, which is currently pending before the Board.

## **II. STATEMENT OF FACTS**

Introduction: Rolader has been employed by Respondent since about January 2000. She is a member of Local 4009 of the Union. Respondent is engaged in the business of providing retail and nonretail telecommunication services. On or about January 4, 2000, Rolader signed an agreement authorizing Respondent to deduct union dues from her wages and for Respondent to remit her dues to the Union. (Ex. 3)

The Collective Bargaining Agreements: Respondent and the Union were parties to a CBA, which was effective from April 12, 2015 through April 14, 2018. Under Article 6 of the CBA, all bargaining unit employees are required to pay union dues as a condition of employment, during the life of the agreement, unless such a requirement is prohibited by law. The union membership dues and initiation fees that Respondent withholds from the wages of employees of Local 4009 have been remitted to the Union. (Ex. 2)

Article 7 of the CBA governs deductions from wages for union dues. Article 7.04(A) provides that an employee seeking to revoke a dues check-off authorization must advise his or her payroll office by an individually-signed letter with one letter per envelope. Article 7.04(B) provides that an employee seeking to revoke a dues check-off authorization must send a letter to Respondent's payroll office by registered or certified mail. (Ex. 2)

On April 14, 2018, the CBA expired without an extension agreement or successor collective-bargaining agreement in place. On August 5, 2019, the Union ratified a new

collective bargaining agreement, retroactively effective April 15, 2018 and through April 9, 2022. The terms of Article 7.04 of the 2018-2022 CBA are identical to the predecessor CBA. (Ex. 9)

Change in State Law: In March 2013, Michigan enacted a “Right-to-Work” law. The law prohibits agreements between employers and unions that would require employees to be union members or pay union dues as a condition of employment.

The Charging Party’s Attempts to Revoke her Dues Deduction Authorization Form:  
After the CBA expired on April 14, 2018,<sup>2</sup> and before a successor CBA was in place, Rolader sent a letter, dated June 14 by certified mail to the Union, stating that she is resigning her union membership, revoking her dues deduction authorization form, and no longer authorizes any payments to the Union. (Ex. 5) That same day, Rolader sent a letter to Respondent stating that she is revoking her dues deduction authorization and that she resigned from the Union. (Ex. 4) On June 25, Respondent informed Rolader by letter that it could not accept the revocation of her dues checkoff agreement because it was untimely. Specifically, by attempting to revoke her dues checkoff agreement on June 14, Rolader failed to notify Respondent and Union within the 14-day window period prior to the date of the CBA’s expiration. (Ex. 7) The letter from Respondent did not provide Rolader with the next effective window dates for dues check-off revocation.

On or about December 22, after the filing of the instant unfair labor practice charge, and again before a successor CBA was reached, Rolader sent a second letter to the Union and Respondent by certified mail reiterating her checkoff revocation within the window period prescribed in her checkoff. (Ex. 6) On January 2, 2019, Respondent again rejected her

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<sup>2</sup> All dates are in 2018, unless otherwise noted.

revocation, on the same basis as before--untimeliness. (Ex. 8) Respondent again directed Rolader to “review the guidelines for requesting a cancellation of union dues deductions set forth in your bargaining agreement, AT&T Midwest and the Communication Workers of America, Article 7.”

From June 18, 2018 through February 1, 2019, Respondent continued to deduct dues from Rolader’s wages and remit them to the Union, until she left Respondent’s employment in February 2019.

### **III. LEGAL ISSUES PRESENTED**

Whether Respondent violated Sections 8(a)(1), (2) and (3) of the Act by:

- 1) denying Rolader’s June 14, 2018, and December 22, 2018, requests to revoke her January 4, 2000, dues check-off authorization and continuing to deduct dues or fees pursuant to that authorization from her wages after expiration of the Company’s collective-bargaining agreement;
- 2) maintaining a provision in the CBA which requires employees seeking to revoke dues check-off authorizations to advise Respondent’s payroll office by an individually-signed letter with one letter per envelope;
- 3) maintaining a provision in the CBA and dues checkoff authorization card which requires revocation requests to be sent by registered or certified mail;
- 4) giving assistance and support to Local 4009, Communications Workers of America by deducting money from Rolader’s wages and remitting them to the International CWA notwithstanding requests submitted to revoke the dues authorization;
- 5) restricting employee checkoff revocations after the expiration of the applicable collective bargaining agreement; and

6) failing to provide the Charging Party with the effective window period dates for revoking her dues check-off authorization.

#### IV. LEGAL ARGUMENT

##### **Respondent Unlawfully Denied the Charging Party's Requests to Revoke her Dues Checkoff Authorization When She Made those Requests After the CBA expired.**

Section 302(c)(4) of the Labor Management Relations Act (LMRA) permits dues-checkoff arrangements for employees only if employees have the opportunity to revoke their authorizations: (1) at least once per year, and (2) upon expiration of the applicable collective-bargaining agreement. Section 302 of the LMRA was devised as an anti-corruption measure to prohibit the direct payment of moneys from an employer to a union except in limited circumstances. *Lockheed Space Operations Company, Inc.*, 302 NLRB 322, 325-27 (1991). Section 302(c)(4) was added to ensure that dues-checkoff arrangements are made with valid employee consent, and that employees be given the right, at least annually, to revoke that consent. *Id.*

The language of Section 302(c)(4) of the LMRA thus creates an unconditional statutory right for employees to revoke their dues-checkoff authorizations upon cessation of the governing collective-bargaining agreement, whether by expiration or termination. See *Frito-Lay, Inc.*, 243 NLRB 137, 139-41 (1979) (Member Murphy, dissenting) (arguing that contractual window periods for cancelling dues checkoff authorizations do not negate Section 302(c)(4)'s statutory guarantee that an employee may cancel his or her checkoff authorization upon the expiration of the relevant collective-bargaining agreement); *Stewart v. NLRB*, 851 F.3d 21, 32-35 (D.C. Cir. 2017) (J. Silberman, concurring/dissenting) (noting that “[t]he difference between a right to revoke during a limited pre-termination window and a right to revoke at will upon termination of an agreement is not an insignificant difference. . . . Employees might well decide to revoke their

authorizations . . . only after termination of an applicable agreement because of the then-existing unsatisfactory status of relations between the union and employer”).

The legislative history of Section 302(c)(4) suggests a congressional intent fully consistent with that interpretation. *Lockheed Space Operations*, 302 NLRB at 325-27. Accordingly, any dues-checkoff authorization that restricts the statutory right of employees to revoke their authorizations at expiration of a current contract or during a period in which no contract is in effect is improper and unlawful. See *General Counsel Memo 19-04* (February 19, 2018) *Unions’ Duty to Properly Notify Employees of Their General Motors/Beck Rights and to Accept Dues Checkoff Revocations after Contract Expiration*. The GC Memo states, “A dues-checkoff authorization’s pre-expiration window period that requires an employee seeking revocation to submit their revocation request 60-75 days before contract expiration is inconsistent with, and restricts, the right of an employee to seek and effectuate revocation immediately upon contract expiration. A clause containing the window requirement is therefore unlawful under Section 302(c)(4) of the LMRA.” The General Counsel urges because such windows may operate to eliminate or cut short the employee’s statutory right to revoke at contract expiration, they are facially invalid under the NLRA. The Board should therefore overrule *Frito-Lay*, 243 NLRB 137 (1979) inasmuch as it broadly permits pre-expiration revocation windows to supplant the statutorily-guaranteed revocation opportunity at a CBA’s expiration. *General Counsel Memo 19-04*.

When Rolader timely and properly submitted her first request to revoke her dues checkoff authorization on June 14, 2018, the CBA had been expired and there was no successor in its place. Nonetheless, Respondent denied her request to revoke citing that Rolader’s opt-out

period for dues checkoff cancellation is between March 21, 2018 – April 13, 2018. Respondent continued to deduct dues from her wages, despite Rolader’s timely and proper request to revoke.

In addition, Respondent failed to inform Rolader of the next window for when she could “timely” revoke her dues. Section 302(c)(4) of the LMRA makes clear that the congressional policy protecting an employee’s right to refrain from financially assisting a union includes the right of an employee, at least annually, to revoke his/her dues-checkoff authorization. To exercise that right, it is critical that the employee clearly understands the exact date or dates when revocation requests can be submitted. In this regard, plain language to describe when revocation requests can be made is crucial so that employees understand the clear parameters around revocation. Respondent’s June 25, 2018 letter to Rolader should have but failed to indicate that her next annual window to revoke is March 31, 2019 through April 13, 2019, or informed Rolader that the request will be honored at the next available revocation period. Without that necessary information from Respondent, Rolader made a subsequent request to revoke on December 22, 2018, which was again deemed untimely by Respondent and ultimately denied. This is a minimal burden on Respondent, which has to determine the correct window period to deny the revocation request. This will help avoid disputes over whether the revocation dates were clearly known to the employee and will be of great benefit to employees.

**The Michigan Right-To-Work Law is a Changed Circumstance Where an Employee Can Revoke Their Dues Authorization Card Outside of the Stated Window Period.**

- a. Certain circumstances allow an employee to revoke their dues checkoff authorization outside of the stated window period.

The Board has found that under certain circumstances an employee is permitted to revoke their dues checkoff authorization outside of a lawful window period. In *Penn Cork and Closures, Inc.*, 156 NLRB 411 (1965), enf. *NLRB v. Penn Cork & Closures, Inc.*, 376 F.2d 52

(2nd Cir. 1967), cert denied 389 U.S. 843 (1967), the Board addressed the question of whether to give immediate effect to dues checkoff authorization revocations where a majority of unit employees had voted to eliminate their union security obligation through a Section 9(e)(1) election. The Board noted that the signing of checkoff authorizations, which included a durational limitation of revocation, had been optional, but given that the obligation to pay union dues was a condition of employment, the Board could not conclude that the exercise of the option was independent of the impact of the union security clause. The Board stated:

The contract not only required the employees to be union members but offered them the convenience of paying membership dues effortlessly through wage deductions which the Employer agreed to make. When executing these checkoff authorizations, the employees can hardly have been unmindful of the fact that they had to pay union dues. In these circumstances *it would be unreasonable to infer that all employees who authorized the checkoff would have done so apart from the existence of the union-security provision and the necessity of paying union dues, or to infer that these same employees would, as a whole, wish to continue their checkoff authorizations even after the union-security provision was inoperative.* Hence, we conclude that when there has been an affirmative deauthorization vote, outstanding check-off authorizations originally executed while a union-security provision is in effect become vulnerable to revocation regardless of their terms.<sup>3</sup>

The Board stated that it has been consistently held that there is a presumption that an authorization card signed under a union security clause was not done voluntarily because it was pursuant to a union security clause.<sup>4</sup> Thus, on the facts of that case, the Board could not “agree that the exercise of this option by employees is in all circumstances independent of the impact of

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<sup>3</sup> *Id.* (emphasis added). In enforcing the Board’s Order, Judge Friendly noted that “If employees had testified that they had authorized the checkoffs because of the union security agreement, there could scarcely be doubt of the Board’s power to hold that recession of the union security clause should release them from their authorizations.” *NLRB v. Penn Cork & Closures, Inc.*, 376 F.2d 52, 56 (2<sup>nd</sup> Cir. 1967).

<sup>4</sup> In *Hughes Aircraft Co.*, 164 NLRB at 76, the contract did not require union membership as a condition of employment because the case arose in a right-to-work state. However, the relevant employees in that case originally had assumed a union-security obligation by becoming union members.

union security.”<sup>5</sup> Therefore, the Board determined that allowing checkoffs to be revocable at will after a deauthorization was consistent with the statutory protections in Section 9(e) and Congressional intent. It recognized that limiting employees to a narrow “window period” after a successful deauthorization election would render Section 9(e)’s right to deauthorize a forced dues clause empty. *Id.* at 415.

- b. The enactment of Michigan’s Right-To-Work law is a changed circumstance which rendered all dues checkoff authorizations revocable on demand.

The enactment of Michigan’s Right-To-Work law is the type of changed circumstance that renders all dues checkoff authorizations revocable on demand. The enactment of the right-to-work law is similar to a deauthorization petition, as they both nullify compulsory membership in a union as a condition of employment. This principle is supported by the Board’s holding in *Metalcraft of Mayville*, 367 NLRB No. 116 (April 2019), which involved interpretation of the parties’ contract concerning dues authorization cards after the state had passed a right-to-work law. In *Metalcraft of Mayville*, the Board noted that the dues checkoff authorizations at issue arguably no longer conformed to state law after the enactment of the right-to-work law. Thus, the Employer’s interpretation that the new law rendered the checkoff authorizations invalid was reasonable and not an unlawful modification of the parties’ agreement under Section 8(a)(5). The Board applied the *Penn Cork* reasoning in a deauthorization petition to the enactment of a right- to-work law. Counsel for the General Counsel urges the Board that the same analysis should be applied to the circumstances of this case.

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<sup>5</sup> *Penn Cork*, 156 NLRB at 414; see also *WKYC-TV, Inc.*, 359 NLRB 286, 295 (2012) (Member Hayes, dissenting) “In these circumstances it would be unreasonable to infer that all employees who authorized the checkoff would have done so apart from the existence of the union-security provision and the necessity of paying union dues, or to infer that these same employees would, as a whole, wish to continue their checkoff authorizations even after the union security provision was inoperative.

Here, Rolader signed her dues checkoff under the force of a compulsory union security clause. Like the employees in *Penn Cork* and *Metalcraft of Mayville*, the Charging Party signed her dues checkoff authorization because she had to choose between paying union dues/fees or being terminated. Now, pursuant to the changed circumstances of the passing of Michigan's Right-to-Work law, her choice, like the employees in the cited cases, is between paying union dues or paying nothing to the Union because she no longer is compelled to pay a fee to the Union as a condition of her employment.

Because of the change in Michigan law that now provides employees with the discretion to become a union member or nonmember and a choice to sign a dues authorization card without a compulsory unionism clause, the application of the *Penn Cork* principles renders authorization cards voidable since the union-security clause is now inoperable under state law. Thus, employees who signed cards when there was no choice (Rolader signed her card in January 2000 before the Michigan Right-to-Work law was enacted), should be permitted to exercise their choice when the circumstances under which they signed the initial authorization has changed.

As in *Penn Cork*, where employees voted for deauthorization, the Board noted that employees' right to "withdraw union-shop authority would indeed be an empty one if individually they could not thereafter cease paying union dues upon resigning from membership." Similarly, the passage of the Michigan's Right-to-Work law, allowing employees to resign from Union membership and to exercise their statutory right as individuals to refrain from union activity in the absence of a union security clause, or to continue to support the union by remaining a member requires that employees should be afforded the opportunity to choose whether or not to revoke their dues authorization. Not allowing employees the option after this type of change, fails to afford them the opportunity to exercise their Section 7 rights to freely

choose to continue or discontinue union membership as required by the new law. At the time they signed their dues authorization they may have felt compelled to do so pursuant to the union security clause that was in effect. As the Board noted in *Penn Cork*, it is unreasonable to infer that employees who authorized the checkoff would have done so apart from the existence of the union-security provision and the necessity of paying union dues. Rolader demonstrated this by her unsuccessful attempts to revoke her authorization on two occasions.

In a circumstance where a state like Michigan exercised its discretion under Section 14(b) of the Act to prohibit all “union security” provisions, to effectuate the purpose of the new law, the “outstanding check-off authorizations originally executed pursuant to a union-security provision” should arguably “become vulnerable to revocation regardless of their terms.” *Penn Cork*, 156 NLRB at 414. In these circumstances, the Charging Party’s checkoff authorization should be revocable outside the window period and failing to allow her to do so violates the Act.

**The ‘One Letter per Envelope’ Rule and ‘Certified Mail’ Rule in the CBA is an Unlawful Impediment to Employees’ Ability to Revoke their Dues.**

Article 7 of the expired CBA has additional restrictions on checkoff revocations. These restrictions are not listed on the checkoff authorization form signed by the Charging Party.

Article 7.04 provides, in pertinent part:

Revocation of dues must be accomplished as follows:

- (A) Each employee who desires to revoke his or her dues deduction authorization must advise his or her Payroll Office by an individually signed letter. There shall be only one (1) letter per envelope.
- (B) The letter to the Payroll Office must be sent by Registered or Certified Mail.

The “one letter per envelope” rule is a restriction on employees’ statutory right to revoke their checkoff authorization. The rule is akin to a certified mail requirement that restrains and

coerces employees in their rights to revoke dues checkoff. The General Counsel contends that a certified mail requirement unlawfully restrains and coerces employees in their rights to revoke dues checkoff authorizations. The same analysis applies to the “one letter per envelope” rule. The rule is simply petty and serves no legitimate purpose. The rule arguably exists only to limit employees from banding together to engage in protected concerted activities. Accordingly, because the rule restricts employees’ rights to revoke their dues checkoff, and creates unnecessary impediments, it should be found unlawful. As noted in *GC Memo 19-04*, to certify mail a document, an employee must go to a post office or facility to fill out a form, pay money to mail it, etc. Employees may face language barriers, transportation issues and the absence of available facilities. An employee may also interpret language about a union needing “to receive and sign for” the notice to also suggest the union can reject the revocation letter by merely refusing to sign for it. Therefore, it is the General Counsel’s position that the “one letter per envelope” requirement and the certified mail requirement unlawfully restrains and coerces employees in their rights to revoke dues checkoff authorizations and should be found to violate the Act.

**Respondent violated Section 8(a)(2) of the Act when it gave assistance and support to Local 4009, CWA by deducting money from Rolader’s wages and remitting them to the Union notwithstanding requests submitted to revoke the dues authorization.**

In addition to Respondent violating Rolader’s Section 8(a)(1) and (3) rights as argued above, Respondent also violated her Section 8(a)(2) rights. It is well settled that the deduction of dues from an employee’s pay after the employee has validly revoked the checkoff authorization constitutes a violation of Section 8(a)(2) of the Act. *Merchants Fast Motor Lines*, 171 NLRB 1444 (1968). From June 18, 2018 through February 1, 2019, Respondent continued to deduct dues from Rolader’s wages and remit them to the Union, until she left Respondent’s employment

in February 2019. Respondent's refusal to honor Rolader's revocations inherently served to foster the Union and interfered with her Section 7 rights. Accordingly, Respondent, by continuing the deductions after two valid attempts to revoke, interfered with, restrained, and coerced its employees in violation of Section 8(a)(1) of the Act and rendered unlawful assistance and support to the Union in violation of Section 8(a)(2) of the Act.

## V. CONCLUSION

Based on the above and the record as a whole, Counsel for the General Counsel respectfully requests that the Board find that Respondent violated Section 8(a)(1), (2) and (3) of the Act, as alleged in the Amended Complaint and argued in its Brief, and recommends the appropriate order to remedy the violations, which would include a Notice Posting to Employees.<sup>6</sup>

The General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practices alleged.

Respectfully submitted this 8<sup>th</sup> day of September, 2020.



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<sup>6</sup> A proposed Notice to Employees is attached below.

**(To be printed and posted on official Board notice form)**

**SECTION 7 OF THE NLRA, A FEDERAL LAW, GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** refuse to honor the effectiveness of employee Veronica Rolader's revocations of her dues check-off authorization made after the expiration of the collective-bargaining agreement on April 14, 2018, or made at any time since April 2, 2018, the six month period prior to the filing and service of the charge in Case 07-CA-228413.

**WE WILL NOT** provide unlawful support to the Union by deducting and remitting to the Union dues from your pay in the absence of an effective authorization from you for the deduction and remittance of dues.

**WE WILL NOT** fail or refuse to inform employee Veronica Rolader of the explicit dates upon which her dues checkoff authorization may be revoked.

**WE WILL NOT** maintain a certified mailing requirement for dues checkoff revocation requests in our dues check-off authorization cards or our collective-bargaining agreement with District 4, Communications Workers of America (CWA), AFL-CIO.

**WE WILL NOT** maintain a requirement limiting dues checkoff revocation requests to one letter per envelope in our collective-bargaining agreement with District 4, Communications Workers of America (CWA), AFL-CIO.

**WE WILL NOT** in any like or related manner discriminate in regard to the hire, or tenure, or terms and conditions of employment of our employees, in order to encourage or discourage union activity.

**WE WILL NOT** in any like or related matter render unlawful assistance and support to any labor organization.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** accept employee Veronica Rolader's revocations of her dues checkoff authorization made after the expiration of the collective-bargaining agreement on April 14, 2018 or at any time since April 2, 2018, the six month period prior to the filing and service of the charge in Case 07-CA-228413, and inform her that we have done so.

**WE WILL** inform employee Veronica Rolader of the explicit dates upon which her dues checkoff authorization may be revoked.

**WE WILL** rescind the certified mailing requirement for dues checkoff revocation requests.

**WE WILL** rescind the one letter per envelope requirement for dues checkoff revocation requests.

**WE WILL** grant the dues checkoff revocation requests of employees denied dues checkoff revocation because of a failure to use certified mail to make their dues checkoff revocation requests or because of a failure to place one letter per envelope to make their dues checkoff revocation requests at any time since April 2, 2018, the six month period prior to the filing and service of the charge in Case 07-CA-228413, and make them whole with interest in accordance with Board policy.

**AT&T Services, Inc.**

\_\_\_\_\_  
(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 300  
Detroit, Michigan 48226

**Telephone:** (313) 226-3200  
**Hours of Operation:** 8:15 a.m. to 4:45 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

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. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

## CERTIFICATE OF SERVICE

Pursuant to the Board's Rules and Regulations the undersigned hereby certifies that a copy of the foregoing was filed electronically with the Board on September 8, 2020. A copy of the same was submitted to the following individuals via email the same day.

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