

**Local 375, International Brotherhood of Teamsters, AFL-CIO (Consolidated Freightways Corporation) and Roy W. Gregory.** Case 3-CB-6298

April 28, 1995

DECISION AND ORDER

BY MEMBERS STEPHENS, COHEN, AND  
TRUESDALE

On November 4, 1994, Administrative Law Judge George F. McNerny issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed cross-exceptions and a supporting brief. The General Counsel filed an answering brief and an amended answering brief to the Respondent's exceptions, and the Respondent filed a reply brief to the General Counsel's answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions and to adopt the recommended Order as modified.<sup>2</sup>

The judge found that the Respondent violated Section 8(b)(1)(A) of the Act by removing Charging Party Gregory from his position as union steward in part because he had filed unfair labor practice charges with the Board and threatened to file further charges if his demands were not met. We agree with the judge's finding of a violation, but for the following reasons.

In December 1992, Gregory, as the assistant shop steward, filed a number of grievances involving the application of the overtime seniority provisions in the contract on behalf of himself and a number of other employees. The Respondent refused to process these grievances, indicating that it believed that they had no merit. On January 25, 1993,<sup>3</sup> Gregory filed two charges with the Board, one against the Respondent

<sup>1</sup>The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The judge erroneously stated that Charging Party Gregory was first employed by the Respondent in April 1995 and became a full-time employee with seniority dating from June 14, 1997. The correct dates are April 1975 and June 14, 1977, respectively. Also, in the last paragraph of sec. III of his decision, the judge inadvertently referred to the removal of Gregory from the steward position on April 3, 1993, rather than on April 13, 1993.

<sup>2</sup>The judge inadvertently omitted the word "not" from the paragraph in the notice to employees that, as currently worded, begins "WE WILL remove officers or agents of this Union . . ." We shall modify the notice to employees accordingly.

<sup>3</sup>All dates are in 1993 unless otherwise indicated.

and the other against Consolidated Freightways Corporation (the Employer).

On April 13,<sup>4</sup> Gregory and another employee, Mueller, each prepared grievances concerning the same overtime seniority issue that had been the subject of the earlier grievances. The Respondent's vice president, Campanella, and Business Agent Urbino told Mueller that they would not accept the grievances. Gregory then faxed the grievances to Campanella and Urbino, with a message stating, inter alia, "You will accept these 2 grievance forms. You will present this to the New York State Freight Grievances Committee. . . . If this is not handled properly we will have no recourse but to go to the NLRB."

After receiving this fax on April 13, Campanella told Gregory by telephone that he was removing him as union steward. In a followup letter to Gregory also dated April 13, Campanella stated "you are unable to conduct yourself as a responsible person as a Union Steward. Local 375 does not need a representative that fails or refuses to discuss matters pertaining to contract violations." Campanella reiterated his belief that the grievances were without merit, and accused Gregory of having a "movement of yourself to continue the push" for the grievances. Stating that a steward's job was to investigate alleged grievances and to contact the business agent accordingly, and that Gregory could not put his "moral thoughts" above the contract, Campanella reiterated that he was removing Gregory as steward.

In a letter dated April 13, the Acting Regional Director for Region 3 dismissed Gregory's charges against the Respondent, and determined that his charges against the Employer should proceed through the arbitration process.

On April 13 or 14, employee Drennan asked Campanella why Gregory had been removed as steward, and Campanella told him that it was because of the faxing of grievances, Gregory's failure to sit down and discuss his grievances, and his dealings with the Labor Board. The following day, Drennan asked Urbino the same question, and Urbino gave much the same answer, stating that it was because Gregory was "unmanageable," he had faxed the grievances and would not sit down and talk about them, and his dealings with the Labor Board. Further, at a union meeting on May 2, Drennan again asked why Gregory was removed, and Campanella again stated that it was because of faxing grievances, not sitting down and discussing them, and his dealings with the Government. Urbino then stated that Gregory was nothing but problems for the Respondent, making the treasury "very fragile with his dealings with the NLRB," and that Campanella's time was too valuable to be wasted

<sup>4</sup>On March 2, Gregory was designated as steward because the previous steward retired. Gregory was the only employee to express any interest in the position.

going to different hearings. Campanella then read at least part of the Acting Regional Director's April 13 letter, and commented that this was costing the Local money "with lawyers and arbitration."

This case presents a dual-motive situation, and thus a *Wright Line*<sup>5</sup> analysis is appropriate.<sup>6</sup> We find that the General Counsel has established a prima facie case that Gregory's removal was unlawful, given the credited testimony that the Respondent stated that one of the reasons for removing him as steward was his dealings with the Board.<sup>7</sup> Thus, the burden shifts to the Respondent to show that it would have taken the same action even in the absence of the protected conduct. The Respondent cannot carry this burden merely by showing that it also had a legitimate reason for the action, but must persuade by a preponderance of the evidence that the same action would have taken place even in the absence of the protected conduct.<sup>8</sup>

We find that the Respondent has not shown by a preponderance of the evidence that it would have removed Gregory as steward even in the absence of his protected conduct. In this regard, we note that each time the Respondent was asked why it removed Gregory, his dealings with the Board was one of the three reasons cited. Further, at the May 2 union meeting, when asked why Gregory was removed, Urbino said that Gregory was making the Local's treasury "very fragile with his dealings with the NLRB" and that Campanella's time was too valuable to be wasted going to different hearings, and Campanella read part of the Acting Regional Director's April 13 letter and stated that this was costing the Local money "with lawyers and arbitration." Further, in Gregory's April 13 fax to the Respondent that precipitated Campanella's decision to remove him, Gregory had not only insisted that the grievances be accepted, but also threatened to file further charges with the Board if his demands were not met. Finally, although Campanella's April 13 letter to Gregory did not cite his filing charges with the Board as a reason for his removal, we find that this letter alone does not show by a preponderance of the evidence that the Respondent would have removed Gregory in the absence of his protected conduct. In this regard, we note that in all subsequent discussions about its reasons for removing Gregory, the Respondent included Gregory's filing charges with the Board, and, indeed, even expanded on this factor as a reason at the May 2 union meeting, noting its det-

rimonial effect on the Respondent with regard to money and time.

Thus, we conclude that the Respondent has failed to carry its burden under *Wright Line* of persuading by a preponderance of the evidence that it would have removed Gregory from his position as steward even in the absence of his protected conduct, and that the Respondent therefore has violated Section 8(b)(1)(A) of the Act by removing Gregory as steward.

#### ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Local 375, International Brotherhood of Teamsters, AFL-CIO, Buffalo, New York, its officers, agents, and representatives, shall take the action set forth in the Order as modified except that the attached notice is substituted for that of the administrative law judge.

#### APPENDIX

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

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

We hereby notify our members that

WE WILL NOT remove officers or agents of this Union from their positions because they have filed charges with the National Labor Relations Board.

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

WE WILL reinstate Roy W. Gregory to his position as union steward on the afternoon shift at the Tonawanda Break-Bulk Terminal of Consolidated Freightways Corporation.

WE WILL reinstate Roy W. Gregory for a period of 23 months from the date on which he is reinstated.

<sup>5</sup> 251 NLRB 1083 (1980), enf'd. on other grounds 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983).

<sup>6</sup> *Toledo World Terminals*, 289 NLRB 670, 674 (1988).

<sup>7</sup> *Ibid.*

<sup>8</sup> *Delta Gas*, 282 NLRB 1315, 1317 (1987); *Roure Bertrand Dupont*, 271 NLRB 443 (1984).

WE WILL pay to Roy W. Gregory all union dues and assessments he has paid since April 13, 1993, with interest thereon.

LOCAL 375, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

*Rafael Aybar, Esq.*, for the General Counsel.  
*Frank Campanella*, president of the Union, of Buffalo, New York, for the Respondent.

DECISION

GEORGE F. MCINERNEY, Administrative Law Judge. Based on a charge filed on April 23, 1993, by Roy W. Gregory, an individual (Gregory), the Acting Regional Director for Region 3 of the National Labor Relations Board (respectively, the Regional Director and the Board) issued a complaint on June 9, 1993, alleging that Local 375, International Brotherhood of Teamsters (the Union or Respondent) had violated the provisions of Section 8(b)(1)(A) of the National Labor Relations Act (the Act) by removing Roy W. Gregory from his position as shop steward at the Consolidated Freightways Corporation terminal location in Tonawanda, New York.

The Union filed a timely answer to this complaint denying the commission of any unfair labor practices.

Pursuant to notice contained in the complaint, as subsequently amended, a hearing was held before me in Buffalo, New York, on May 10, 1994, at which the Union was represented by its president, Frank Campanella, and at which both the Union and the General Counsel had the opportunity to present testimony and documentary evidence, to examine and cross-examine witnesses, and to argue orally. After the close of the hearing, both parties submitted briefs, which have been carefully considered.

Based on the entire record, including by observation of the witnesses, and their demeanor, I make the following

FINDINGS OF FACT

I. JURISDICTION

Jurisdiction of the Board in this case rests on the status as an employer of Consolidated Freightways Corporation (CFC). The complaint alleges that CFC, a corporation, maintains an office and place of business in Tonawanda, New York, the facility involved here, and is there engaged in the interstate and intrastate transportation of freight. CFC annually derives more than \$50,000 from the interstate transportation of freight from the State of New York directly to points outside of the State. The complaint alleges, the answer admits, and I find that CFC is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION

The complaint alleges, the answer admits, and I find that the Respondent Union is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

The factual circumstances which make up this case arose from a decision by the Company, CFC, in 1988, to reorganize its terminal operations in the Buffalo, New York area.

According to the longtime president of the Respondent Union, Frank Campanella, the Company determined that several of its Buffalo terminals would be spun off into smaller subsidiary companies. Local 375, represented, and still represents, units of dock workers, who principally work at loading and unloading freight, and yard employees, who move trucks in and about the terminal yards, between terminals, on some local deliveries.<sup>1</sup>

Local 375 opposed the Company's spinoff proposals, An appeal to the New York State Grievance Committee, composed by union and management representatives, ruled that the Company had the right to break up its operations, but that the Union had the right to negotiate seniority issues.

Pursuant to this decision, the Union and CFC worked out seniority provisions covering both the main "break-bulk" terminal, and the several satellite terminals<sup>2</sup> in an agreement dated February 8, 1988. At the break-bulk terminal in Tonawanda (the terminal), employees had traditionally served as either dockmen or yardmen, following the traditional duties performed by these classifications. Under the February 8 agreement, a new category of "combination man" was established, permitting employees in that category to work either on the docks or in the yard. Special courses in driver training were given for dockmen to equip themselves for driving duties.

Employees in the preexisting categories were red-circled to retain their seniority either as dockmen or yardmen. New hires would earn seniority in both categories. Thus, those employed previously could exercise seniority in bidding on shifts in their old category, or on overtime in that category. This system was described by Frank Campanella as "three-line seniority."<sup>3</sup>

Roy Gregory was first employed by CFC in April 1995 and became a full-time employee with seniority dating from June 14, 1997. He worked as a dockman at the Tonawanda break-bulk terminal, and remained at that terminal after the 1988 spinoff. As far as I can determine, Gregory took his training and became a combination man, eligible to do dock work or yard work. At the beginning of March 1992, he was appointed assistant shop steward on the second (afternoon) shift at the terminal. The steward at that time was Dick Gross, who had a workers' compensation problem and had only spotty attendance on the job.<sup>4</sup> Gregory's duties were to assist the steward and, in his frequent absences, to present grievances, and generally to see that contractual requirements were observed on the job. In his year as assistant steward, Gregory testified that he processed 25 or 30 grievances for

<sup>1</sup> Another Teamsters Local, 449 handles over-the-road operations for CFC.

<sup>2</sup> We are concerned here only with the break-bulk terminal, where large loads are broken down into their constituent parts for further movement.

<sup>3</sup> This description is derived from my inferences drawn principally from Campanella's testimony, and also my own experience with these kinds of arrangements. The testimony of Roy W. Gregory, the Charging Party, is not at all clear as to just what the situation was when he filed certain grievances in late 1992 and early 1993.

<sup>4</sup> The stewards and assistants were full-time employees.

other employees. In the middle of December 1992, he filed a number of grievances involving the application of overtime seniority provisions on behalf of himself and a number of combination men.

The Union refused to process these grievances, but Gregory and the other employees filed more grievances later in December. The theory behind these grievances was that instead of a three-line seniority system, the 1988 agreement called for a one-line system, whereby, if overtime was available, then all combination men could cross-bid and use their accumulated seniority on any available overtime assignment, whether their seniority was as a dockman or yardman and the available overtime was for a driver, or the other way around.

From this point on, the relationship between Gregory and Campanella became stuck in a confrontational mode. On December 21, 1992, without, apparently, talking the situation over with Gregory, Campanella wrote to the individual grievants and asked them to contact the Union's office to document their positions on the issue. After this the grievance would be presented to the New York State Freight Grievance Committee (the Grievance Committee) for determination. Apparently there was no response to this, other than more grievances filed by employees. So Campanella wrote another letter to the individual grievants, again asking them to document their grievances by February 1, 1993,<sup>5</sup> so that they could be presented to the Grievance Committee at their meeting on February 26. Campanella asked that the grievants get together with Gregory and that they schedule a meeting between the grievants and the Union's business agents to discuss the matter openly. Gregory responded to this by a telephone call to Campanella<sup>6</sup> in which he stated that the grievants had selected him as their spokesman and that they wanted to have their grievances heard by the Joint Council, by-passing the Local Union. According to Gregory, Campanella said that the grievances had no merit, and that he "denied it."

Gregory's testimony was rambling, accusatory, and largely empty of any coherent narrative. What is clear is that he filed a series of grievances through December and January, that Campanella refused to process them, and that on January 25 Gregory signed two charges (which were actually filed with the Regional Office on February 3), one against the Union, and one against Consolidated Freightways.

While these cases would have been under investigation the second-shift steward, Dick Gross, retired. The steward's position was posted, and Gregory advised the Union that he was interested in the job. No one else expressed any interest, so, in accordance with the Union's practice, Gregory, as the only candidate, was designated as steward as of March 2, despite the pendency of the Labor Board charges. The Company was notified of this appointment, and was requested to discontinue deducting union dues from Gregory's pay. This was done.

On March 30, Gregory filed an amendment to the charge he had filed against the Company early in February. Then, on April 13, came the events which culminated in Gregory's removal as steward. On that day Gregory prepared a griev-

ance for himself because of not being given overtime work to which his seniority entitled him. Another employee, Michael Mueller, filed a similar grievance. According to Gregory, Mueller had discussed the grievances with Campanella and Sam Urbino, the Union's vice president and business representative. They had told him that they would not accept them. So Gregory faxed the grievances to the Union, to the attention of Frank (Campanella) and Sam (Urbino). He did this so that he "would have the confirmation in (his) hand before they knew what they were."

The fax was worded in preemptory terms:

Brothers  
Sam, Frank  
You will accept these 2 grievance forms.  
You will present this to the New York State Freight Grievances Committee.  
In accordance with Art. 42 Sec. 3 of the NMFA.  
This is a seniority violation and cannot be settled between us (the Union) and the employer.  
If this is not handled properly we will have to recourse but to go to the NLRB and the IBT.  
  
Thanks for the help  
(s) Roy W. Gregory  
2nd shift steward at CF

After receiving the fax, Campanella called Gregory's home and left word for Gregory to call him.<sup>7</sup> Gregory returned the call that afternoon. The conversation was short and to the point. Campanella told Gregory that he removed him as union steward. Gregory replied that he "had to go back to work"—"I'm on the clock"—"they're paying me to work, they're not paying me to talk on the phone. I try to do my job the best I can." Campanella's reaction to these remarks does not appear in the record, but the telephone call ended, so far as can be determined, with Gregory's affirmation of his personal work ethic.<sup>8</sup>

Campanella followed up the telephone call with a letter, also dated April 13. In the letter, Campanella acknowledged receipt of the two faxes on the same day, then stated:

It is with regret that you are unable to conduct yourself as a responsible person as a Union Steward. Local 375 does not need a representative that fails or refuses to discuss matters pertaining to contract violations.

Campanella went on to discuss the grievances, noting Gregory's "demand that they be processed," and, pointing out the lack of merit in the grievances, accused Gregory of continuing his "push for a one-line seniority status which you are seeking."

The letter then went on to remove Gregory as steward as of that day. As Campanella phrased it, Gregory's job as steward was "to investigate alleged grievances and contact your business agent accordingly. You cannot put your moral thoughts ahead of the labor agreement."

<sup>7</sup> Gregory testified that Campanella reached his daughter at home and upset her. The daughter in turn called Gregory's girlfriend, who, also upset, called him.

<sup>8</sup> Campanella did say that Gregory "hung up" on him. This may be true, but Gregory merely said that he was though talking and, as was his habit, he hung up the telephone with no rudeness intended.

<sup>5</sup> All dates henceforth are in 1993, unless otherwise specified.

<sup>6</sup> Gregory testified at first that he did not remember the date of this call, but later recalled that it was some time after the January 6 letter.

On the same date, April 13, the Acting Regional Director wrote to Gregory, dismissing his charges against the Union, and determining that the charges against the Company should proceed through the arbitration process, rather than through the unfair labor practice route, through the Board. The letter from the Acting Regional Director shows that his decision was not appealed, and the case was marked as closed on May 20, 1993.

If this were all, then it would be clear that Gregory's removal as steward was the result of his persistence in pursuing grievances based on a different understanding of the existing contract provisions than that held by the union leadership. The situation came to a head with the demands set out by Gregory in the April 13 faxes, and the impression Campanella felt about the abrupt conclusion of his telephone call with Gregory that day. In this regard, I note that the original charges before the Board were filed at the beginning of February, and, despite those charges, Gregory was promoted from assistant steward to steward a month later, with the full approval of the Union, and Frank Campanella. Under these circumstances, the Union might well have been justified in removing an obstinate and disorderly subordinate union officer.

But this was not all. On the day of Gregory's removal as steward, or a day after, Donald P. Drennan, a fellow worker and friend of Gregory's, testified that he called Campanella on the telephone and asked why Gregory was removed. Drennan said that Campanella told him that it was due to the faxing of grievances, Gregory's failure to sit down and discuss his grievances, and his dealings with the Labor Board.

On the next day, Drennan stated that he went to the union hall and asked Vice President Sam Urbino the same question. Urbino gave much the same answer, that Gregory was "unmanageable," that he had faxed the grievances and wouldn't sit down and talk about them, and because of his dealings with the Government, the NLRB.

As noted above, Gregory filed the charge in this case on April 23.

Additional evidence of Campanella's intent in removing Gregory was described by Drennan and Gregory in their testimony concerning a union meeting on May 2. At that portion of the meeting, assigned to new business, Drennan raised his hand and again asked Campanella why Gregory was removed. Campanella gave the same answers, faxing grievances, not sitting down and discussing them, and his dealings with the Government. Urbino then jumped up, according to Drennan and Gregory, and took the microphone, saying that Gregory was nothing but problems for the local, making the treasury "very fragile with his dealings with the NLRB." Urbino added that Frank Campanella's time was too valuable to be wasted going to different hearings. According to Gregory, whose testimony agreed with Drennan's description of Urbino's and Campanella's remarks, Campanella then read at least part of the Acting Regional Director's April 13 letter, and pointed out that this was costing the Local money "with lawyers and arbitration."

Frank Campanella testified that he never talked on the telephone with Drennan about Gregory's removal as steward, nor did he talk to Drennan in person around April 13. Campanella also denied that he mentioned the NLRB charges at the May 2 union meeting as one reason why Gregory was removed, but did admit that he read the April 13 letter from

the Acting Regional Director to the membership at the meeting.

Urbino admitted, after some prodding by the General Counsel, that he had mentioned the NLRB charges at this meeting with Drennan about April 14 and at the union meeting on May 2.

I think a preponderance of the evidence shows that both Urbino and Campanella mentioned the Labor Board charges as a reason for Gregory's removal in their conversations with Drennan on April 13 and 14 and at the union meeting on May 2. I credit the testimony of Urbino, Drennan, and Gregory as to these statements, and I believe that Campanella, while not actually lying, did forget that he had made those statements. The logic of events here indicates that the first set of charges caused the Union expenses both in money and time. While these charges did not, apparently, figure in the Union's decision not to oppose or thwart Gregory's appointment as steward on March 2, his threat to file more charges, contained in his April 13 faxes, was one of the points which led to his removal as steward on that date.

Accordingly, I find that the removal of Gregory was based in part, perhaps in large part, because of his use of Board processes, and his threat to use those processes again if his demands were not met in violations of Section 8(b)(1)(A) of the Act. *Operating Engineers Local 138 (Charles S. Skura)*, 148 NLRB 679 (1964); *Teamsters Local 79 (Carl Subler Trucking)*, 269 NLRB 1132 (1984); *Amalgamated Clothing Workers Local 424 (Mt. Union Mfg.)*, 193 NLRB 390 (1971).

There was some testimony received here to the effect that Gregory was denied internal due process under Local 375's bylaws. However, the single allegation in the complaint is that his removal from the steward position on April 3, 1993, violated the law. I have found that allegation to have merit, and I have found that the actions of the Union on April 13, 1993, violated Section 8(b)(1)(A) of the Act. The complaint was not amended, and there was no motion to amend based on events which came after April 13. Therefore, I do not find it necessary to make findings based on an issue which is not before me. In any case, if I were to find a want of due process in the proceedings before the Union's executive board, the remedy would be no different, and if I did not so find, then the only effect might result in a tolling of the amounts of money found owing to Gregory.

#### THE REMEDY

Having found that Respondent Local 375 has violated Section 8(b)(1)(A) of the Act by removing Roy W. Gregory from his position of steward in part because he filed charges with the Board, I shall order it to cease and desist therefrom, and to take the following affirmative action designed to effectuate the policies of the Act.

Having removed Roy W. Gregory as steward unlawfully and replaced him with another employee, I shall recommend that the replacement be removed forthwith and that Gregory replace that employee on the second shift at the Tonawanda break-bulk Terminal. Since Gregory's term as steward was for 2 years, and since he was removed only a little over 1 month after being appointed, I shall recommend that he shall remain as steward for a period of 23 months from the date of his reappointment. I shall recommend further that Gregory be awarded a sum equivalent to the amount of union dues

and assessments he has paid since his removal as steward on April 13, 1993, with interest thereon.

#### CONCLUSIONS OF LAW

1. Consolidated Freightways Corporation is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Local 375, International Brotherhood of Teamsters is a labor organization within the meaning of Section 2(5) of the Act.

3. By removing Roy W. Gregory from his position as union steward, in part because he filed charges with the National Labor Relations Board, the Union has violated Section 8(b)(1)(A) of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>9</sup>

#### ORDER

The Respondent, Local 375, International Brotherhood of Teamsters, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Removing union stewards from their positions because they filed charges with the National Labor Relations Board.

(b) In any like or related manner interfering with, restraining, or coercing employees or union officers or agents in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Immediately reinstate Roy W. Gregory to his position as union steward on the afternoon shift at the Company's Tonawanda, New York break-bulk terminal, removing from office any person currently holding that position.

(b) Retain Roy W. Gregory in that position for a period of 23 months from the date on which he is so reinstated.

(c) Pay to Roy W. Gregory the amount he has paid the Union as union dues and assessments, or which have been deducted from his pay, since he was removed as union steward on April 13, 1993, together with interest thereon.

(d) Post at its headquarters, 656 Englewood Avenue, Buffalo, New York, copies of the attached notice marked "Appendix."<sup>10</sup> Copies of the notice, on forms provided by the Regional Director for Region 3, after being signed by the Respondent's authorized representative, shall be posted by

the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

#### APPENDIX

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

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL remove officers or agents of this Union from their positions because they have filed charges with the National Labor Relations Board.

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

WE WILL reinstate Roy W. Gregory to his position as union steward on the afternoon shift at the Tonawanda break-bulk terminal of Consolidated Freightways Corporation.

WE WILL reinstate Roy W. Gregory for a period of 23 months from the date on which he is reinstated.

WE WILL pay to Roy W. Gregory all union dues and assessments he has paid since April 13, 1993, with interest thereon.

LOCAL 375, INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

<sup>9</sup>If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

<sup>10</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."