

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE**

**LOCAL 190, LABORERS INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO
(VP BUILDERS, INC.)**

and

Case No. 3-CB-8687

RAMSIS BERGHELA, An Individual

Alfred Norek, Esq., Counsel for the General Counsel.
James Long, Esq., Counsel for the Respondent.

DECISION

Statement of the Case

Joel P. Biblowitz, Administrative Law Judge: This case was heard by me on October 30, 2007¹ in Albany, New York. The Complaint herein, which issued on September 19, and was based upon an unfair labor practice charge that was filed on July 5 by Ramsis Berghela, an individual, alleges that Local 190, Laborers International Union of North America, AFL-CIO, herein called the Union and/or the Respondent, attempted to cause, and caused, Berghela to be fired from his job with VP Builders, Inc., herein called VP, although VP was not a party to a valid collective-bargaining agreement with the Union containing an exclusive hiring hall provision, in violation of Section 8(b)(2) of the Act.

Findings of Fact

I. Jurisdiction

Respondent admits, and I find, that VP has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. Labor Organization Status

Respondent admits, and I find, that it has been a labor organization within the meaning of Section 2(5) of the Act.

III. The Facts

Simply stated, VP obtained a subcontract from MLB Construction Services, LLC, herein called MLB, to perform demolition work for the City School District of Albany, School 19, herein called the jobsite. MLB has a contract with the Union; a Project Labor Agreement, herein called PLA, is part of that contract. One provision contained in the PLA requires employers under contract with the Union to hire Union members from the Union's out-of-work referral list. VP is a

¹ Unless indicated otherwise, all dates referred to herein relate to the year 2007.

non union employer that had not signed any agreement with the Union to be bound by its contract or the PLA. Berghela, a Union member, was hired directly by VP to perform work at the jobsite. On his first day of employment at the jobsite, he was terminated. Counsel for the General Counsel alleges that he was terminated by VP because of threats from the Union that if he was not removed from the job the Union would engage in activity at the jobsite that would affect the job. The Union defends that it was privileged to request Berghela's termination; Berghela had not been properly hired because he was a Union member and the Union's contract requires that employees be referred from the Union's out-of-work list. The Union also denies threatening VP.

On May 9, VP, by Penny Moore, one of its owners, and MLB, by Thomas Eckert, executed a Subcontract providing for VP to perform certain interior and demolition work at the jobsite. The attachment to this subcontract contains twenty two items relating to VP's responsibilities on the job. The only one relevant to the issue herein is Note # 3: "This project has union labor agreement requirements as outlined in specifications."

Berghela testified that in about the end of June, a friend told him that he had been hired by VP to work at the jobsite. When Berghela expressed an interest in the job, his friend discussed it with Riley, who called Berghela on about June 29. Riley asked him if he was a member of the Union, he said that he was, and Riley hired him. He started working at the jobsite on Monday, July 2. He began work at 7:30 a.m. on that day together with three other laborers. At about 11:00, Riley left to go to a meeting with Patrick Kieper, the Union President, and Berghela worked the full day. As he was leaving at 3:30, Doug Ryan, the job superintendent, called him over, said that he was sorry, but he had to let him go. When Berghela asked why, Ryan said that a Union representative came on the job and said that if they didn't lay him off, the Union would pull the men and picket the job. Before Berghela left, Riley apologized to him, but said that he didn't want any problems on the job. That was the only day that he worked for VP. He testified that about a month or two earlier he signed the Union's out-of-work list, but has no idea what position he held on the list.

Riley, one of the owners of VP along with Moore and Larry Nix, testified that VP has never been party to a contract with the Union and is not a member of any employer association. The work at the jobsite began on July 2 and was expected to be completed shortly before the end of the year. Riley attended a pre-job meeting in May in the office of Pike-Heery, the construction manager for the Albany School District, which includes School 19. Also present were Nix, Kieper and Anthony Fresina, from the Union, James Dawsey, Vice President of MLB, and William McMordie, Vice President of the Pike Company, which was engaged in a joint venture with Heery International. Fresina said that since VP had been awarded the subcontract for the job, they had to abide by the PLA, and the principal subject discussed was its requirement that the breakdown of Union and non-Union employees on jobs be 80%/20%. Riley said that breakdown was not fair and he proposed a 20%/80% breakdown instead. After some further negotiating, they agreed on a 50% Union, 50% non-Union breakdown for the job. Riley further testified that at this meeting, Kieper said: "If I knew somebody in the Union I could hire them...if I felt comfortable, if I knew them then I could hire them as long as they were in Local 190, it wasn't a problem." VP never entered into any written agreement with the Union, they were never given a copy of the PLA, nor did they sign anything agreeing to be bound by the Union contract or the PLA, although the Union did send him a booklet setting forth the benefits that VP would have to pay to its Union employees. Sometime between the meeting at the Pike-Heery office and the start of the job, Nix met with the Union and, afterward, informed Riley that the Union said that they had to hire from the Union hall. When asked why he hired Berghela directly rather than going through the Union hiring hall, and its out-of-work list, he testified that the Union told him at the Pike-Heery meeting that he could hire directly, and he felt that it wasn't

right for them to change it after he hired Berghela.

The relevant portions of the PLA provide, at Article 2, Section 3:

5 This Agreement shall be binding on all signatory Unions, the Construction Project
 Manager and all signatory Contractors performing on-site Project work as defined in
 Article 3, including site preparation. The Contractors shall include in any subcontract that
 they let, for performance of subcontractors, of whatever tier, that said subcontractors
 10 become signators and bound by this Agreement with respect to subcontracted work
 performed within the scope of Article 3.

The PLA, at Article 4, Section 2, also states that the Contractors (defined as all signatory
 contractors and their subcontractors, engaged in construction work within the scope of the
 agreement) agree to hire employees covered by the agreement through the job referral system
 15 and hiring hall established in the local union's collective bargaining agreements.

When the job started on July 2, the only non-Union employee working at the jobsite on
 the first day was Doug Ryan, a regular employee of VP. Berghela and two or three other Union
 members were also working that first day. For that week, VP employed Berghela and four other
 20 members of the Union. Before the job started Riley asked some of his employees if they knew
 any Union members who might be interested in working on the job and one gave him Berghela's
 name. He called Berghela, who said that he was interested, and Riley said that he would hire
 him as long as he was a member of the Union, and Berghela said that he was. On July 2, Riley
 received a telephone call from Dawsey telling him that there were problems on the job and the
 25 Union was going to picket the job and shut it down. Riley said that there shouldn't be a problem
 because he had hired Union people. He went to the jobsite and met with Nix, Kieper and
 Dawsey. He asked what the problem was and Kieper said that he had to let Berghela go
 because he was not hired from the Union's out-of-work list. Riley said that it was his
 understanding they he could hire directly, as long as the employee was a Union member. Kieper
 30 said that was incorrect, that what he said was that VP could hire employees directly, but only if
 they had previously worked for the company. Riley said that was not his understanding, but if
 they wanted Berghela to be let go, they should tell him. Kieper said that he was VP's employee,
 so Riley would have to tell him. Riley responded that, "If he works for me, I'm saying the guy can
 still work." Kieper said: "it's a problem, you have to let him go." Ryan testified that he wasn't
 35 happy with it, but he told Berghela that he had to let him go. Riley testified that nobody from the
 Union ever threatened to picket, or shut down the job.

McMordie testified that the initial meeting with VP, MLB and the Union took place in
 about March. He was asked:

40 Q And at the meeting was it made clear that as a subcontractor, VP Builders was bound
 by the Project Labor Agreement?

45 A At that meeting, my recollection was we did not talk about the terms of the Project
 Labor Agreement. What we did talk about was actually the 80/20 clause of the Project
 Labor Agreement and we had come to an agreement on a 50/50 agreement at that
 meeting.

50 Q My question was, was it clear from your point of view, that VP Builders understood
 that they were bound by the Project Labor Agreement as modified to 50/50?

A Yes, in my opinion, yes.

I then asked McMordie:

5 Judge Biblowitz: Did anybody at that meeting say to the VP people, Mr. Riley and Mr. Nix, that you understand you are bound by this agreement? Do you recollect that statement being made to Mr. Riley or Mr. Nix?

10 The Witness: I don't know if those exact words were used, but it was the assumption in the room that everyone---

Judge Biblowitz: Did anyone ever say to them anything about the PLA?

The Witness: I cannot recollect that.

15 He testified that the discussion at the meeting was principally about the Union/non-Union split, where the parties eventually agreed on the 50/50 split.

Dawsey was asked when he first informed VP about the PLA and its terms:

20 A I can't give you any actual dates, but prior to the job being bid. Larry and Joe are not signatories with 190, or any other union entity, and this job has a PLA, which meant that if a contractor was not signatory, they would have to enter an agreement where they would be bound 80/20 or whatever other agreement they could make with the Union that they would be needing personnel from.

25 Q Did you make that clear to Larry and Joe prior to their granting of the subcontract?

A Yes.

30 Dawsey testified that the Pike-Heery meeting took place in about April. The initial discussion was about the PLA requirement of 80/20, Union and non-Union employees. After some discussion, there was agreement on a 50/50 split. There also was discussion about the fact that since it was a prevailing wages job, VP agreed to pay the prevailing wages and the benefits for the Union employees on the job to the employees and the Union, while for its non-Union
35 employees on the job, the benefits would be paid directly to the employees. In answer to some questions from me, Dawsey testified that in his initial meeting with Nix and Riley, he told them that they would be bound by the PLA, but he never specifically addressed the out-of-work list maintained by the Union. He further testified that after the execution of the subcontract, VP was given a copy of the contract specifications of the work and the PLA. He was called to the jobsite
40 on July 2, where he met Nix and Kieper. Kieper said that VP had hired a Union member without going through the Union's out-of-work list, and he wanted him removed from the job and the next person on the list to replace him. Nix and Dawsey spoke and decided that Berghela would be let go at the end of the day. On the following morning, Kieper sent another employee to the jobsite, apparently from the out-of-work list. Dawsey testified that Kieper did not threaten any
45 picketing or work action at the facility on July 2.

50 Nix testified that during bidding for the work at the jobsite, Dawsey told him that it was operating under the PLA. Like Riley, he testified that at the Pike-Heery meeting they were told that if they knew any Union members, they could hire them to work at the jobsite. In answer to questions from counsel for the Respondent, Nix testified that shortly prior to starting the job he

went to the Union hall to speak to Fresina about hiring policies. Nix told Fresina that VP had a certain individual that it wanted to hire² and Fresina told him that when VP needed employees for the jobsite they would have to call the Union, which would refer employees from its out-of-work list. Subsequently, he testified:

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JUDGE BIBLOWITZ: Mr. Nix, would it be fair to say that prior to July 2, when the job started, you knew that the Union people that you employed under the PLA had to be taken from the out-of-work list?

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THE WITNESS: Not prior to that. That happened after we started work. The only time that I heard about it about a day before I discussed it with Anthony and told him that we had someone from the Union which we thought that we picked up, in the meeting that we had with them, that we could use those people if we knew them. I told him we had somebody we were going to use and may be needing additional people and he told me how to go about doing it.

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JUDGE BIBLOWITZ: Okay, let's back up. Putting aside this exception that may have existed for people you knew, let's say there were people you didn't know and you were looking for a Union guy. Did you know that under the PLA, again prior to starting the job, that you had to hire off of the out-of-work list?

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THE WITNESS: No, I didn't.

JUDGE BIBLOWITZ: You didn't know that?

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THE WITNESS: Huh-uh.

JUDGE BIBLOWITZ: You first learned that when?

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THE WITNESS: After we had trouble at the job and then the thing came up, you know what I mean, that everybody has to be brought off the list. I didn't even know nothing about the list until we had the problem.

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JUDGE BIBLOWITZ: So, it wasn't until July 2nd, with the situation with Mr. Berghela, that you knew—you found out for the first time that if you hired a Union person as one of the 50% Union, you had to get it off the Union's out-of-work list, that was the first you knew that?

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THE WITNESS: Yeah, after we got started was the first I knew about the out-of-work list.

JUDGE BIBLOWITZ: Mr. Dawsey never told you about that requirement of the out-of-work list?

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THE WITNESS: No, he never told me.

Counsel for the Respondent then questioned Nix about this meeting with Fresina at the Union hall:

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Q He showed you the forms that they fill out when you call in so that they can send

²Although not named, Berghela is the individual that he was referring to.

someone out?

A I don't recall them showing me the forms...I know he and I had a conversation about me being able to use the Union people on the job and what he has to do.

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JUDGE BIBLOWITZ: When was this meeting, what it after July 2nd or before July 2nd?

THE WITNESS: That was before we started work.

10 Counsel for the Respondent then resumed his questioning of Nix about this meeting:

Q And at that meeting you started to bring up the name of Ramsis Berghela?

A Yes, I did.

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Q And, Mr. Fresina stopped you and said it doesn't matter who, I don't need to know that name, he told you you had to call the hall to take off the out-of-work list?

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A He indicated that he did not want me to use that guy on the job. Being that my partner does the hiring for the job, said he'd already set up for this guy to come to work...and that at the prior meeting we had with the Union and Pike and MLB, that they stated that if he knew other people he could hire them---other people that were in the Union he could hire them to work, ...it was his deal, he hired the guy and I wasn't going to go against him and tell him he couldn't put the guy on the job...

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Q So, it was your intention when you met with Anthony, to hire this person who was not on the out-of-work list, right—to hire Mr., Berghela? That was a done deal when you went down to the Union hall, right?

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A Yea, as far as I know Joe had already set up for this guy to come to work.

Q After the Union told you that you couldn't hire him because he wasn't next on the out-of-work list, you still hired him, right? He still hired him?

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A Correct, Joe put him to work because he had dealt with him for him to come to work, right...

Q Did you leave that meeting with Mr. Fresina at the Laborers Union hall with the understanding that if you knew four members of the Union you could just hire them and never call the hall?

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A I mean I really didn't think about it when I left there. When I left there I knew that if we needed any other help, other than what we already had, we were going to try to get them through Anthony, we were going to call the hall and get them through the Union hall.

45

Fresina testified that Nix came to the Union office on June 29. Nix said that VP would be starting work at the jobsite and needed laborers. Fresina said that he would have a shop steward for the job and would send as many laborers as VP needed. Nix then said that he had somebody that he wanted to employ on the job and started to mention a name. Fresina, "...stopped him, I said I don't even want to know who it is. I said, we have an out-of-work list...I explained to him the procedures that would have to be followed..."

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5 Kieper testified that at the Pike-Heery meeting, which he felt occurred in about early to mid-June, he told Riley and Nix that hiring was to be done through the Union hall, with the exception that VP could hire employees it had previously employed. On July 2 he received a telephone call from the Union steward at the jobsite saying that VP employed an individual at the jobsite who had not been referred by the Union hall. He went to the jobsite and met with Nix and “Gary,” the MLB superintendent:

10 I explained to them both that we had a hiring process that we have to go by through the hall. If an individual worked for the company before, it was all right to hire them, but if he hadn’t worked for them before, under the PLA Agreement, that VP Builders has to go through the hall and request their laborers through the hall...whoever was highest on the list was called first and, apparently, this individual had jumped the list, was currently on the list at 80, and now on your job. It wasn’t fair to the men on the list that they should go in accordance to the list...

15 He testified that he “absolutely” did not threaten a strike or work action. On cross examination he was asked what he asked VP to do about the situation on July 2:

20 Q ...did you request that Mr. Berghela be removed from the job because he didn’t come through the hall?

25 A I’m trying to think exactly how it went, it’s been some time. Yes, I believe I did say that according to the list he has bumped the list and that we need to have—the first guy that was supposed to be there in his spot.

Q Did you say, therefore you have to remove Mr. Berghela from the job?

A I don’t remember exactly how it was said.

30 Q Do you recall what was the reference to Mr. Berghela by name? Did you refer to Mr. Berghela by name?

A I don’t know if I said Mr. Berghela...

35 Q You were made aware in this meeting that VP would remove Mr. Berghela from the job?

40 A I remember Jim Dawsey saying that he has to follow the same rules—he was referring that to Joe Riley and Larry that we have to follow the same rules—that VP Builders has to follow the same rules that MLB has to follow on the job as far as hiring on the jobsite. After that, Joe said something like, well, he was a 190 man or something like that, I don’t remember exactly what he...said, but he didn’t come off the list. That’s what I said, that he didn’t come off the list and that everybody is required to come off the list on the job.

45 Q You went there for the purpose of informing VP that this individual should be removed; is that correct?

A No, I went there to find out how the individual got on the jobsite...

50 Q So, when you went to the meeting, it was for the purpose of having Mr. Berghela removed from the job because he wasn’t hired through the hall, correct?

A The purpose of me was to find out how this individual was going to work for VP Builders when he didn't come through the hall...

5 Q Then, you had the expectation that he would be removed from the job, correct, that's why you went to this meeting?

A I came there to find out what was going on, that's what I was doing there.

10 Q You went there to insure that no member of Local 190 worked on this job unless they had been referred through the hall; is that correct?

A Yes, you could say that.

IV. Analysis

15 Initially, I credit the testimony of Nix and Riley over Kieper. Although Nix was clearly confused about the date of his meeting at the Union office (I find that it occurred on Friday June 29) the balance of his testimony, and Riley's, was clear, credible and believable. Additionally, Riley and Nix had nothing to gain from this hearing. If anything, it would be in their best interest
20 to support the Union with whom it has to deal at the jobsite. On the other hand, I found Kieper to be a less than credible witness, not because all of his testimony was incredible, but rather because of his unwillingness to admit that he had anything to do with Berghela's discharge. Although there is no direct evidence that Kieper threatened a strike or job action at the jobsite if VP failed to discharge Berghela, Kieper clearly was at the jobsite to tell Riley that Berghela had
25 to be replaced because he was not hired off of the Union's out-of-work list, but he refused to admit even this in response to numerous questions from Counsel for the General Counsel.

Counsel for the General Counsel, in his brief, cites *Local 340 (Consumers Energy Co.)*, 347 NLRB No. 57 (2006) to establish that Kieper's conduct at the jobsite on July 2 violated the Act even if he made no express threat to VP if they refused to fire Berghela. It is clear that
30 Kieper, at the least, told Riley that because Berghela was not hired off the Union's out-of-work list he had to be replaced by someone from the list. Whether this action by Kieper violates Section 8(b)(2) of the Act depends on whether VP was bound by the terms of the PLA. VP never signed any agreement with the Union. Moore signed the Subcontract with MLB on behalf
35 of VP, but the only relevant provision of that subcontract is Note #3 which states: "This project has union labor agreement requirements as outlined in specifications." Counsel for the Respondent, in his brief, alleges that this provision binds VP to the terms of the agreements with the Union, including the PLA. I disagree and find that this provision is not sufficiently detailed or specific enough to bind VP to the requirements of the PLA. Nor is the fact that Nix was told of
40 the contractual requirement of hiring Union members from the Union's out-of-work list a few days before they began working at the jobsite.

Counsel for the General Counsel, in his brief, also cites *Bricklayers, Local No. 2 (Glenshaw Glass Company, Inc.)*, 205 NLRB 478 (1973), *Pile Drivers Local Union 2396 (Tri-State Ohbayashi)*, 287 NLRB 760 (1987), and *Kvaerner Songer, Inc.*, 343 NLRB 1343 (2004). These cases state that absent a valid collective bargaining agreement containing an exclusive hiring hall arrangement, a union may not interfere with an employer's choice of employees. As there was no written agreement between VP and the Union, the Union had no authority to tell VP to terminate Berghela. By causing Berghela's termination on July 2, the Union violated
50 Section 8(b)(2) of the Act.

Conclusions of Law

1. VP has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

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2. The Union has been a labor organization within the meaning of Section 2(5) of the Act.

3. By attempting to cause, and by causing, VP to terminate employee Ramsis Berghela on July 2, 2007, the Respondent violated Section 8(b)(2) of the Act.

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The Remedy

Having found that the Respondent engaged in certain unfair labor practices, I recommend that it be ordered to cease and desist from engaging in these activities, and that it be ordered to take certain affirmative action designed to effectuate the policies of the Act. In that regard, I recommend that Respondent be ordered to notify VP, in writing, that it has no objection to Berghela being hired by VP. Additionally I recommend that Respondent be ordered to make Berghela whole for any loss of wages or other benefits that he suffered as a result of its having caused him to be fired by VP, by paying to him a sum of money plus interest equal to that which he would have earned but for Respondent's discrimination against him, less interim earnings, in accordance with the principals enunciated by the Board in *Florida Steel Corp.*, 231 NLRB 651 (1977) and *New Horizons for the Retarded, Inc.*, 283 NLRB 1173 (1987).

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Upon the foregoing findings of fact, conclusions of law, and on the entire record, I issue the following recommended:

ORDER³

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The Respondent, Local 190, Laborers International Union of North America, AFL-CIO, its officers, agents and representatives shall:

1. Cease and desist from:

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(a) Causing or attempting to cause any employer with which the Union does not have a written agreement containing an exclusive hiring hall arrangement to terminate the employment of, or refuse to hire, any employee because the employee failed to obtain the work through the Union's hiring hall; and

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

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

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(a) Notify VP Builders, in writing, that it has no objection to their employment of

³ 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.

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Berghela.

(b) Make Berghela whole for any loss of earnings and other benefits that he sustained as a result of the Union's discrimination against him, less interim earnings, plus interest.

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(c) Within 14 days after service by the Region, post at its union office in Glenmont, New York, copies of the attached notice marked "Appendix."⁴ 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 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. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current members and former members employed by VP at any time since July 2, 2007

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(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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Dated, Washington, D.C., December 27, 2007

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Joel P. Biblowitz
Administrative Law Judge

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⁴ 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."

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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 Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

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

WE WILL NOT cause, or attempt to cause, VP Builders, Inc. ("VP"), or any other employer, to refuse to hire or terminate any employee because that employee did not obtain his/her employment through our hiring hall, unless we have a collective bargaining agreement containing an exclusive hiring hall with that employer.

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

WE WILL notify VP that we have no objection to their employment of Ramsis Berghela.

WE WILL make Ramsis Berghela whole for any loss of earnings or other benefits suffered by reason of our discrimination against him, with interest.

LOCAL 190, LABORERS INTERNATIONAL UNION OF NORTH AMERICA
(Union-Respondent)

Dated _____ By _____
(Representative) **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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. You may also obtain information from the Board's website: www.nlrb.gov.

111 West Huron Street, Federal Building, Room 901

Buffalo, New York 14202-2387

Hours: 8:30 a.m. to 5 p.m.

716-551-4931.

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 COMPLIANCE OFFICER, 716-551-4946.