Agway Petroleum Corporation (Lakeshore Plant, Brewerton, New York) *and* Dairy & Bakery Salesmen & Dairy Employees Local Union # 316, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Agway Petroleum Corporation (Onondaga Plant, Minoa, New York) *and* Dairy & Bakery Salesmen & Dairy Employees Local Union # 316, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Cases 3–CA–3206 and 3–CA–3207

March 22, 1968

DECISION AND ORDER

BY CHAIRMAN MCCULLOCH AND MEMBERS BROWN AND JENKINS

On October 13, 1967, Trial Examiner Frederick U. Reel issued his Decision in the above-entitled proceeding, finding that the Respondent has engaged in and is engaging in certain unfair labor practices alleged in the complaint and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. He further found that Respondent did not engage in certain other unfair labor practices alleged in the complaint, and recommended dismissal as to them. Thereafter, the Respondent and the General Counsel filed exceptions to the Trial Examiner's Decision and supporting briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions,[1] and recommendations of the Trial Examiner.[2]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Agway Petroleum Corporation, Syracuse, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

[1] In agreeing with the Trial Examiner that the General Counsel has failed to establish a violation of Section 8 (a)(5), we rely solely on his finding that the 8(a)(1) violations in this case are "insufficient to justify invocation of the '*Bernel Foam*' remedy." See *Hammond & Irving, Inc.*, 154 NLRB 1071.

[2] We take administrative notice of the fact that, following the issuance of the Trial Examiner's Decision, the Regional Director, acting under the consent-election agreement, has set aside the election. In view of the severance of the representation case for disposition by the Regional Director under the consent agreement, we do not pass upon the Trial Examiner's consideration of the objections phase of his Decision

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

FREDERICK U. REEL, Trial Examiner: This proceeding,[1] consolidated by order of the Regional Director, was heard at Syracuse, New York, on September 7, 1967.[2] The unfair labor practice cases, consisting of alleged interference with employees' Section 7 rights and an alleged unlawful refusal to bargain, originated with charges filed the preceding April 17, and a complaint issued June 29. The representation cases, initiated by petitions filed March 13 and 14, respectively, led to consent elections, held April 11, to which objections were subsequently filed raising, insofar as here relevant, issues similar to those presented in the unfair labor practice case.

Upon the entire record in these cases including my observation of the witnesses, and after due consideration of briefs filed by the General Counsel and by Respondent, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT AND THE LABOR ORGANIZATION INVOLVED

Respondent, herein called the Company, is a New York corporation, operating several plants, in New York State and elsewhere, devoted to the manufacture, sale, and distribution of petroleum and related products. The instant case concerns two plants near Syracuse, known as the Lakeshore and Onondaga plants, respectively. The Company, which does an annual gross business in excess of $500,000, annually receives goods valued in excess of $50,000 which are shipped to it directly in interstate commerce. The pleadings establish, and I find, that the Company is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act. The parties stipulated, and I find, that the Charging Party, herein called the Union, is a labor organization within the meaning of Section 2(5) of the Act.

[1] The caption of the proceeding is corrected to reflect an amendment made at the hearing

[2] All dates herein refer to the year 1967

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Union Signs up the Employees, Requests Bargaining, and Files Representation Petitions*

Between February 20 and March 10 a union organizer, one James Parry, succeeded in getting all 14 of the drivers at the Lakeshore plant and 3 of the 4 drivers at the Onondaga plant to sign cards headed "Application for Membership" and designating the Union as the employee's representative for collective bargaining.[3] Each employee at the same time also signed a "check off authorization" under which not only his dues but any fees, fines, or assessments levied by the Union could be withheld from his wages and paid to the Union.

On March 10, the Union wrote the Company claiming majority status at the Lakeshore plant, requesting recognition, and offering to submit the cards for checking by an impartial person. On March 13, the Union sent an identical letter with respect to the Onondaga plant. Also on March 13, the Union filed a representation petition with the Board covering the Lakeshore plant, and the next day the Union filed a similar petition covering Onondaga. The petitions were filed in the Board's Buffalo office at 9:51 a.m. on March 13, and at 11:14 a.m. on March 14, respectively.

B. *The Interviews of March 13 and 14*

When Herbert McClain, the Company's manager of labor relations, received the Union's letters, he directed the regional manager, Ralph Fuller, to talk to each individual employee with regard to any problems. McClain instructed Fuller to be a "good listener," but not to discuss unions and not to make any promises of benefits or to utter any threats. According to McClain, he hoped to get information which would be useful to the Company at other plants, for he believed he could make no changes at the Lakeshore and Onondaga plants while the representation questions were pending. Fuller, in turn, enlisted the services of his immediate subordinate, District Manager Robert Norton. On March 13 or 14, Norton spoke to all four drivers at the Onondaga plant and to several of the drivers at the Lakeshore plant, while Fuller spoke to the other drivers at the Lakeshore plant on both days. Fuller and Norton also interviewed several employees not in the bargaining unit on these visits.

1. Norton's interviews

Norton conducted his interviews with the Lakeshore employees individually in the office of the heating supervisor, and at Onondaga in the office of the plant manager. According to his testimony, he told each employee that the Company had heard that the Union claimed to represent a majority of the employees, and that management was "interested as to what part of the relationship with the men went wrong that they felt they needed representation." Norton testified that he asked each employee if the employee had any problems with his working conditions, what his feeling was toward his supervisor, what he felt with respect to his pay and fringe benefits, and if he had any problems with respect to hospitalization.

Norton testified that most of the employees told him they felt the pay scale was inadequate. Some of them complained to him about the paper work necessary to getting a hospitalization claim processed, and also about the maternity benefit clause. Norton testified that in reply to the wage complaints he indicated that he too would like more money, and that on the other matters, he told them he could understand their point of view but he could do nothing about it. He remembered telling one employee who had missed a training program run by the Company that Norton "would get [the employee's] name on it so he would go in to the next one." The employee in question, Smith, apparently did not recall that part of the interview.

Norton testified that although he asked each of the men what went wrong that they felt they needed representation, only one employee (Taylor at Onondaga) answered that "as far as he was concerned, everything was okay," and the others responded by mentioning salary, or (in lesser number) with a reference to hospitalization, or (in one instance) with a complaint that the employee's ability was not being fully used.

Norton reported orally to Fuller on the results of the interviews. He did not tell Fuller that he had asked why the men felt they needed representation, and he made no comment to Fuller about how the men felt on that subject.

The employees who testified as to their interviews with Norton substantially corroborated his testimony. Employee Smith at Lakeshore recalled Norton's asking "why we wanted outside help." Employee Garrow at Onondaga recalled Norton's asking "why we wanted to join the Union, why I wanted to join the Union, anyway." Employee Reynolds at Lakeshore recalled Norton's asking "what was wrong and why we turned to somebody else." Reynolds also recalled that he complained about the lack of a safety railing on the loading dock, and that Norton agreed one should be installed. Employee LaRock at Lakeshore recalled Norton's asking why LaRock "thought we needed a third party to settle any disagreements" to which LaRock rejoined that he "didn't feel that we needed a third party, but it seemed a majority of the boys did." Employee Taylor at Onondaga re-

[3] The fourth Onondaga man signed on March 13 The parties have agreed that the drivers at each plant (14 at Lakeshore and 4 at Onondaga) constitute appropriate bargaining units

membered telling Norton that Taylor had signed a union card because "the other fellows did; I figured that's what they wanted." Taylor also recalled telling Norton that the men "might want some uniforms" and that Norton replied that "they were working on that." Norton when he testified did not "remember anything about uniforms."

The witnesses agreed that although the employees had been summoned to the office and had been interviewed individually, the tone of the interview was friendly, and Norton made no express promises and uttered no threats.

2. Fuller's interviews

As noted above, Norton spoke to 5 or 6 members of the 14-man bargaining unit at the Lakeshore plant; Fuller interviewed the others, utilizing the plant manager's office for this purpose. According to Fuller, he, unlike Norton, did not ask any of the men what it was that caused them to seek representation. His approach was that as a newly appointed regional manager (since January 1), he wanted to know what their problems were, and he made no mention of "third parties" or "outsiders," although "to some [he] may have mentioned [he] was aware" of the Union's request for recognition. Fuller further testified that the employees he interviewed did not discuss the Union or whether they supported it, but "they more or less in a conversational friendly way stated their viewpoints toward Company policy [as] it related to salaries or benefit programs." He learned that their problems related to their salaries and to the maternity benefits available through the hospitalization plan, and he expressed sympathy with one or two who complained about some excessive paper work. He made no promises, but he did report to his superior, McClain, what he had learned about the employees' complaints.

Fuller's version of his interviews was substantially corroborated by the only two employees who testified concerning the matter, Lovell and Whitney. The former, however, testified that when he brought up the maternity benefit problem, Fuller replied that "that was being revised anyway, or being thought about being revised." On cross-examination, Lovell testified it "could have been" the paper work involved in processing complaints (which Lovell had also mentioned), as to which Fuller suggested something was being done, for it was "a long time ago" and Lovell did not recall. Lovell did remember that Fuller had stated he could not make any promises.

C. *The Company Refuses To Recognize the Union but Consents to an Election*

As noted, the interviews took place on March 13 and 14. The record requests for recognition, stating "it is the policy of my Company to only give recognition after a unit has been certified by the National Labor Relations Board." McClain testified that this was indeed company policy, that it regularly consented to elections, that it enjoyed harmonious relations with unions which won such elections, but that it invariably insisted on elections before extending recognition. McClain testified that the policy would be the same even if he had knowledge in a particular case that the Union in fact represented a majority of the employees. However, McClain testified that he knew of no case in which company employees had indicated orally to management that they desired representation.

On March 21, the parties executed a consent-election agreement covering the Lakeshore plant, and on March 31, they executed a similar agreement covering the Onondaga plant. The elections were set for April 11.

D. *The Union Meeting of March 30, the Elections, and the Objections*

After the interviews of March 13 and 14, the Company, so far as the record shows, took no further steps with respect to the union demand for recognition other than to consent to the elections. The record shows no evidence that the Company even exercised its right during this period to express views, arguments, or opinions about the Union. The record does establish, however, that the Union held a meeting on March 30, that employees from both plants attended, and that an employee from the Company's Weedsport plant (where the Company and the Union had a contract) told the assembled employees what the Weedsport employees had obtained through collective bargaining. With respect to this meeting, employee Smith testified, "... he said all they got was the increase of ten cents an hour." Employee LaRock testified that he did not recall everything the Weedsport man had said, "but it seemed to me what he told us, that the Union didn't have much to offer us."

The Union lost the election at Lakeshore by a vote of 12 to 2, and lost at Onondaga, 4 to 0. It filed objections to both elections, reciting as to each that "at numerous times ... the Employer unilaterally made substantial offers of improvements in benefits and conditions ... unlawfully interrogated the employees with respect to their activity and participation on behalf of the Union ... [and] threatened the reduction of hours and layoff of employees."

E. *Concluding Findings*

1. The violations of Section 8(a)(1)

The Company's response to the Union campaign was to summon the employees, individually, to the office of a supervisor, where they were interviewed by a visiting representative of the Company, whom

they knew to be superior even to their own plant manager. Such interviews under such circumstances were unprecedented in the Company's history and were admittedly caused by the Union's demand for recognition. Although the interviewers made no promises of benefit, their very presence under these circumstances, particularly when coupled with their sudden professed interest in what complaints the employees had, would tend to suggest to the employees that the Company was interested in alleviating the conditions which led the employees to join the Union. Moreover, Norton in his interviews did not leave the matter to inference, for he told the employees in so many words that management wanted to know what "went wrong" that led the employees to seek "outside help," and directly interrogated at least one man as to why he "wanted to join the Union, anyway."

The Norton interviews plainly amounted to interference violative of Section 8(a)(1), and the Fuller interviews, conducted at the same time and in the same plant, conveyed the same message, and were likewise illegal, even though Fuller's words showed a finer "sense of Victorian delicacy," as Judge Goodrich put it in *N.L.R.B.* v. *Trojan Powder Company*, 135 F.2d 337, 339 (C.A. 3).

2. Should a bargaining order issue to remedy the violation of Section 8(a)(1)

Although I find that by the interviews the Company violated Section 8(a)(1) of the Act, in my judgment it would not effectuate the policies of the Act to impose a bargaining order as a remedy for that violation. The interviews occurred 4 weeks before the election. During this interval the Company engaged in no further unfair labor practices, made no changes in working conditions, and did not even make any antiunion speeches of the type permitted by the Act. The employees were aware that the Company had a contract with the Union at a nearby plant, and about 2 weeks before the election learned at a union meeting what terms the Union had obtained there. Their nearly unanimous rejection of the Union in the election may be attributable to their disillusionment with the extent of the benefits obtained by the employees at that plant. In my judgment the interviews on March 13 and 14, unaccompanied then or thereafter by any express promise of benefit, are insufficient to justify invocation of the "*Bernel Foam*" remedy. Cf. *Wagner Industrial Products Company*, 162 NLRB 1349; *Hammond & Irving, Incorporated*, 154 NLRB 1071; *Clermont's, Inc.*, 154 NLRB 1397; *Harvard Coated Products Co.*, 156 NLRB 162.

In this connection I should also note that unless the elections are set aside (a matter entrusted to the Regional Director under the consent-election agreements; see *Green Bay Aviation, Inc.*, 165 NLRB 1026), the Board would not issue a bargaining order. See *Irving Air Chute Company*, 149 NLRB 627, 630; *Kolpin Bros. Co.*, 149 NLRB 1378, 1380. I shall recommend that the elections not be set aside, as in my view the interviews of March 13 and 14, although violative of Section 8(a)(1), were too remote in time to have had serious impact on the balloting. Indeed, it may be that under Board standards the interviews at Onondaga cannot even be considered in determining whether to set that election aside, for they occurred on either March 13 or 14, and the petition was filed on the latter date. In *Goodyear Tire & Rubber Co.*, 138 NLRB 453, 455, the Board said it would consider as grounds for objections to an election only conduct which occurs "after the *date* of the filing of the petition" (emphasis supplied). Elsewhere in that decision the Board refers to conduct which occurs "after the *filing*" of the petition (*id.* at 454, emphasis supplied), but in explaining this rule it says that "The filing of the petition should be clear notice in all cases that objectionable conduct is thereafter taboo," and such notice, of course, does not ordinarily reach the employer in an RC petition until after the date of filing. In *Ideal Electric and Manufacturing Company*, 134 NLRB 1275, the Board also refers to the "date of filing" and says that only conduct occurring thereafter may be considered as a postelection objection. The logic of the situation might dictate that the critical time should be when the petitioning party mails the petition, on the theory that it thereby waives preexisting conduct, but this would invite further difficulties as the petitioner may not be aware of objectionable conduct which occurred at the plant on that day or even the day before. In any event this "logic," if such it be, does not underlie the existing Board rule, which makes either the "date" or the "time" of filing the cutoff point.

In the instant case, the interrogation at Lakeshore occurred on both March 13 and 14, and the petition for that plant was filed on March 13, so the objections as to that plant are plainly cognizable. The Onondaga petition, however, was filed the morning of March 14. The record does not establish whether Norton was there on March 13 or 14. He was not there, however, "after the date of the filing of the petition" although he may have been there *on* that date and "after the filing."

If the Onondaga election is immune from objection because Norton's conduct occurred before the critical time, then (assuming that the Regional Director follows the Board's rule) the election stands and no bargaining order could issue. If, however, the Regional Director sets that election aside (see *Green Bay Aviation, supra*), another issue must be considered; namely, whether the Company, aside from its 8(a)(1) violations, also violated Section 8(a)(5) by its refusal to bargain with the Union. This issue, of course, is also open at Lakeshore if that election is set aside.

3. The alleged violations of Section 8(a)(5)

The record establishes that all the employees in both bargaining units signed applications for membership in the Union which designated the Union as their bargaining representative, and also signed checkoff authorizations. At the time of the Union's requests for recognition, it was in fact the designated representative of the employees. The Company in refusing to bargain with the Union did not, in so many words, express any doubt of that fact, but the Company did recite that it had a companywide policy of insisting on Board elections before extending recognition. Moreover, McClain testified that the Company's experience was that authorization cards were not an "accurate indication of the interest of the employees." In the instant case, however, one company representative, Norton, was actually told in person by 3 of the 4 men in the Onondaga unit (and also by from 4 to 6 men in the 14-man Lakeshore unit) that they desired to have the Union represent them. Under these circumstances, a strong case is made out that the Company knew by March 14, the day before McClain's letter refusing recognition and suggesting an election, that at least at Onondaga the Union did represent a majority. Under similar circumstances, and even in the absence of any other showing of union animus or other violations of the Act, the courts have found employers guilty of violating the statutory command that they recognize and bargain with the Union which represents a majority of their employees. See, e.g., *N.L.R.B.* v. *Tom's Supermarket, Inc.*, 385 F.2d 198 (C.A. 7); *Snow & Sons* v. *N.L.R.B.*, 308 F.2d 687, 692–694 (C.A. 9); *Local 1179, Retail Clerks Union* v. *N.L.R.B.*, 376 F.2d 186 (C.A. 9).

Certain factors militate against accepting that result here. Although Norton knew that a majority at Onondaga desired representation, this was information he at no time passed on even to his superior, Fuller, and it was Fuller's superior, McClain, who replied to the Union's demand for recognition. In short, Norton's knowledge was not in actuality "Company knowledge" although as a legal fiction his knowledge is imputable to the Company. Moreover, notwithstanding the judicial authority cited above, it is my understanding that the Board will not find a violation of Section 8(a)(5) where the employer declines to recognize a union and insists on an election, even if the employer knows of the union's majority at the time of the demand for recognition, provided he does not prevent the holding of a fair election. Such an approach is implicit in the doctrine of the *Irving Air Chute* and *Kolpin* cases, *supra*, that a bargaining order cannot issue in favor of a union which lost a valid election, even though the employer committed violations of the Act before the date of filing of the petition. If Norton's knowledge of the Union's majority was gained on March 13, the Onondaga election was valid. Even if it was gained on March 14, the election was valid under a literal reading of the Board's *Goodyear* and *Ideal* decisions, *supra*. Moreover, the burden of proof in these matters would appear to rest on General Counsel, who failed to establish that the Norton interviews occurred after the "date," or after the "filing," of the Onondaga petition.

As to Lakeshore, of course, Norton interviewed only four to six members of the bargaining unit, so even if his knowledge be imputed to the Company, it did not know whether the Union enjoyed majority status. Furthermore, the interviews at Lakeshore and Onondaga were so close together, and the employee's initial support and later rejection of the Union were so similar at the two plants, that I would think it absurd to reach opposite results in the two cases.

In brief, while the matter is not free from doubt, it is my view of the whole situation that the Norton-Fuller interviews of March 13–14, although illegal, were too remote in time and too insignificant in content to taint the elections, that the responsible official of the Company did not have actual knowledge of the Union's majority, that the Company did not cause the defections from the Union reflected in the balloting, and that bargaining orders should not issue. I would also point out that the two plants should be treated alike. Hence the fact that some of the interviews at Lakeshore occurred the day after the filing of the Lakeshore petition should not lead to a different result in that plant, and the fact that Norton spoke to a majority only at Onondaga should not lead to a different result at that plant.[4]

CONCLUSIONS OF LAW

1. The Company by systematically interrogating its Onondaga employees as to whether each of them desired to be represented by the Union, and by implying in individual interviews with each employee in both units that the Company was interested in alleviating the conditions which caused the employees to seek union representation, engaged in unfair labor practices affecting commerce

[4] The cases relied on by General Counsel are readily distinguishable In *Hurley Company, Inc*, 130 NLRB 282, 289, the Board set aside an election because of widespread coercive interviews in a period "closely preceding the election," and in *Mrs Baird's Bakeries, Inc*, 114 NLRB 444, 445, the Board set aside an election (which the union had lost, 51 to 45) where the interviews occurred "immediately prior to the election " Even less pertinent are the only unfair labor practice cases cited by General Counsel In *A L French Co*, 145 NLRB 627, 637, the employer failed to answer the union's request to bargain, and made specific threats and promises to frighten or to buy off the employees Finally, in *Pembek Oil Corporation*, 165 NLRB 367, the employer not only discriminatorily discharged the union leader, but also engaged in direct bargaining with employees, indicated that a greatly desired pension plan "might be in the offing," and held out "hope for employee benefits through further conferences" by promising a future meeting with the employees

within the meaning of Sections 8(a)(1) and 2(6) and (7) of the Act.

2. The Company has not engaged in the other unfair labor practices alleged in the complaint.

THE REMEDY

I shall recommend that the Company cease and desist from its unfair labor practices and that it post appropriate notices. As already stated, under all the circumstances, I regard the violations as too removed in time from the elections to warrant the issuance of a bargaining order, even if the Regional Director sets the election aside. I further recommend that the elections not be set aside, and note that as to the Onondaga plant there is a failure of proof that the conduct giving rise to the objections to that election occurred during the period in which the Board would take cognizance of such conduct for that purpose.

Upon the foregoing findings of fact and conclusions of law, and upon the entire record in this case, I therefore recommend, pursuant to Section 10(c) of the Act, issuance of the following:

ORDER

Respondent, Agway Petroleum Corporation, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Conducting individual interviews with employees in an effort to ascertain whether they desire to be represented by a labor organization.

(b) Implying to employees that the Company wants to ascertain why they desire union representation for the purpose of alleviating the conditions giving rise to such desire.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

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

(a) Post at its Lakeshore and Onondaga plants copies of the attached notice marked "Appendix."[5] Copies of such notice, on forms provided by the Regional Director for Region 3, after being duly signed by an authorized representative of the Respondent, shall be posted immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director for Region 3, in writing, within 20 days from the date of this Decision, what steps the Respondent has taken to comply herewith.[6]

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

[6] In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read. "Notify the Regional Director for Region 3, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

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

All our employees have the right to join or assist Dairy & Bakery Salesmen & Dairy Employees, Local Union 316, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other union. They also have the right not to join or assist any union.

WE WILL NOT question any employee as to whether or why he desired to have a union represent him, or imply that we will grant benefits for the purpose of keeping our employees from having a union represent them, or in any similar manner interfere with our employees in the exercise of their right to join, or not to join, a union.

AGWAY PETROLEUM CORPORATION
(Employer)

Dated By

(Representative) (Title)

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

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, The 120 Building, 120 Delaware Avenue, Buffalo, New York 14202, Telephone 842–3112.