

Amalgamated Meat Cutters and Butcher Workmen of North America, Amalgamated Food Employees Union Local 590, AFL-CIO (National Tea Company) and Harry Sabatasse. Case 6-CB-1612

March 24, 1970

DECISION AND ORDER

BY CHAIRMAN McCULLOCH AND MEMBERS
BROWN AND JENKINS

On September 18, 1969, Trial Examiner Robert E. Mullin issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices violative of Section 8(b)(1)(A) and (2) of the Act, and recommending that it cease and desist therefrom and take certain affirmative action, as recommended in the attached Trial Examiner's Decision. Thereafter the Respondent filed exceptions and a supporting brief.

Pursuant to the provision 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 made by the Trial Examiner 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, the briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, and orders that the Respondent, Amalgamated Meat Cutters and Butcher Workmen of North America, Amalgamated Food Employees Union Local 590, AFL-CIO, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order, with the qualification described below.¹

MEMBER BROWN, dissenting:

In my opinion, the Trial Examiner's Decision adopted by the majority carries certain legal principles well beyond their intended reach. I have no quarrel with the doctrine that employee access to Board processes is to be free from union restraint and coercion,² and that a reduction in an employee's seniority to encourage union membership is unlawful discrimination.³ However, I fail to see how these

¹Substitute "Judgment" for "Decree" wherever it occurs in fn 8 of the Trial Examiner's Recommended Order

principles apply to the instant dispute between Respondent Union and its shop steward Harry Sabatasse over the internal workings of the Union.

The record shows that the Union and steward Sabatasse had a difference of opinion over the expeditious handling of a grievance against the Company. As the Trial Examiner found, it was Sabatasse's impatience with the Union officials' prosecution of his grievance which led him to file the charge against the Union with the Board. That charge, challenging the adequacy of the Union's performance on the grievance, prompted the Union to remove Sabatasse as shop steward. Without his stewardship, Sabatasse lost the perquisites of the position: superseniority and exemption from paying Union dues. It is difficult to perceive any infringement of *employee* rights in this minor contest within the Union. Clearly, Sabatasse was acting in his capacity as shop steward when he charged the Union with delay in handling his grievance. And clearly the Union proceeded against Sabatasse because of his conduct as steward, not as employee or Union member. All that is involved is a disagreement between a shop steward and his superiors in the Union on the handling of a grievance. Such disagreements do not raise issues of Section 7 employee rights merely because the shop steward files a charge with the Board. Looking through the charge to the underlying nature of this dispute, I find no basis for bringing the Union's removal of Sabatasse as shop steward under the regulation of this Act.⁴ This being so, the loss of superseniority flowing from the removal is equally outside the statutory proscriptions. I would dismiss the complaint in its entirety.

²*NLRB v Industrial Union*, 391 US 418, *Local 138, International Union of Operating Engineers, AFL-CIO (Charles S Skura)*, 148 NLRB 679

³*Radio Officers' Union v. NLRB*, 341 US 17, 25-26, 42, 52

⁴In other words, it is "plainly internal affairs of the union [that] are involved," and there is here no "overriding public interest" in opening up Board processes to resolve this purely internal Union matter. *NLRB v Industrial Union*, 391 US 418, 424

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

ROBERT E. MULLIN, Trial Examiner. This case was heard in Pittsburgh, Pennsylvania, on June 12, 1969, pursuant to a charge duly filed and served,¹ and a complaint issued on May 12, 1969. The complaint presents questions as to whether the Respondent Union violated Section 8(b)(1)(A) and (2) of the National Labor Relations Act, as amended, herein called the Act. In its answer, duly filed, the Respondent denied all allegations that it had committed any unfair labor practices.

All parties appeared at the hearing and were given full opportunity to be heard, to examine and cross-examine witnesses, to introduce relevant evidence, and to argue orally. Oral argument was waived. On July 14, 1969, both the General Counsel and the Respondent Union submitted able and comprehensive briefs.

¹The charge was filed on November 19, 1968

Upon the entire record in the case and from his observation of the witnesses, the Trial Examiner makes the following.

FINDINGS OF FACT

I. THE EMPLOYER INVOLVED

National Tea Company, herein called the Company or the Employer, is an Illinois corporation engaged in the retail sale of grocery products in several States of the United States. During the 12-month period prior to issuance of the complaint, the Company's gross sales were in excess of \$500,000. During the same period the Company received goods and products valued in excess of \$50,000 directly from outside the Commonwealth of Pennsylvania for sale at its Pennsylvania stores. Upon the foregoing facts, the Respondent concedes, and the Trial Examiner finds, that the National Tea Company is an employer engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Amalgamated Meat Cutters and Butcher Workmen of North America, Amalgamated Food Employees Union Local 590, AFL-CIO, herein called Local 590 or Union, is a labor organization within the meaning of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Facts*

The Respondent Union and the Company have had collective-bargaining relations for many years. The present proceeding is concerned only with the Company's retail supermarket located in Washington, Pennsylvania. This latter store, along with eight others operated by the Company in western Pennsylvania, is in what is known as area 3 of the National Tea chain. At all times material herein, the Union and the Company had a collective-bargaining agreement covering the unit of which the Charging Party was a member.

Harry Sabatasse, the Charging Party, was an employee of the Company for an extended period. At the time of the hearing he had been working at the Washington store for approximately 5 years. At some time prior to 1968, the employees in his unit elected him as their steward. Sabatasse served in that capacity until about November 14, 1968, when he was removed by Business Agent Richard C. Lutz, acting pursuant to a resolution of the executive board of Local 590. It is this action by the Respondent Union which the General Counsel alleges to have been violative of the Act.

In May 1968² Sabatasse filed a grievance with the Union wherein he alleged that the management at the Washington store was violating the collective-bargaining agreement by use of an independent contractor to scrub floors once each week. On May 18, Business Agent Lutz began the processing of this grievance. During June and July, several meetings with various company officials were had by both Lutz and John Hormell, the secretary-treasurer for Local 590. According to Hormell, despite strenuous efforts to accomplish an adjustment of this grievance, it was not until mid-September that it was finally resolved by the Company's promise that in the future it would not use an outside contractor more than

once a month to perform the floor cleaning and that at all other times the store personnel would be used for this work.

Meanwhile, however, Sabatasse had become impatient with the efforts which the Respondent's officials displayed in the settlement of the dispute. As a result, on July 30, Sabatasse filed an unfair labor practice charge against the Union wherein he alleged that the officers and agents of Local 590 had unlawfully refused to process the grievance and, in consequence, had violated Section 8(b)(1)(A) of the Act (Case 6-CB-1549.) After the Union accomplished a final disposition of his complaint, Sabatasse sought to withdraw the charge which he had filed with the Board. On September 30, the Regional Director approved the withdrawal of this charge.

On October 14, at a meeting of the Union's staff and, later, in a session of its executive committee, Sabatasse's performance was debated at length. During the course of these deliberations a motion was passed to remove him from his post of steward. This is noted in the minutes of the meeting in the following paragraph:

Motion by Brother Serke and seconded by Brother Hormell that Brother Harry Sabatasse be removed as union steward due to the fact that he violated his responsibility as a steward by filing unfair labor practice against the union and for not following the procedure of the contract and constitution. Motion carried.

On November 14, Business Agent Lutz notified Sabatasse that he was being removed as a steward for his unit at the Washington store, effective as of that date. Lutz testified that he told Sabatasse that he was removing him (1) because he did not follow the grievance procedure, in that "he went to the Board before the grievance was finished," and (2) because he had engaged in conduct unbecoming a steward. In explanation of the latter ground for Sabatasse's removal, Lutz testified that employees in the store had complained about Sabatasse's conduct and some were afraid to work near him. According to Lutz, for many months he, himself, had been dissatisfied with the overbearing manner which Sabatasse displayed during discussions with the company supervisors, and the fact that the latter was never content with the Union's efforts in processing any of the numerous grievances which he filed. At the hearing, Hormell testified that during the discussion among the members of the staff and the executive committee on October 14, he and the other officials considered complaints of employees in the unit at the Washington store as to Sabatasse's manner of dealing with them as well as the charge that on several occasions when he had helped employees with grievances he thereafter suggested that they present him with a bottle of whiskey, and also the fact that, in the disposition of grievances, Sabatasse frequently disregarded the channels established by the contract and went directly to any and all company officials whom he could contact.

As the steward for his unit, Sabatasse had two principal perquisites, superseniority in the event of a layoff and freedom from any obligation to pay the monthly dues. The first of these derived from the collective-bargaining agreement which provided that "in the event of a layoff [the steward] shall be the last laid off or reduced in classification in any case." Art VII, sec. A, art XIX, sec. G. The second of the foregoing prerogatives was based on

²All dates that appear hereinafter are for the year 1968 unless otherwise specifically noted

an article in the constitution and bylaws of Local 590 which provided that the monthly dues of a steward would be paid by the Local Union Art 3, sec 18.

The only immediate penalty which Sabatasse incurred as a result of his ouster was that for the month of November 1968 and thereafter he was compelled to resume paying \$6 a month in dues, along with the rest of the rank-and-file membership.³ At the hearing, the Respondent sought to minimize the significance of superseniority to Sabatasse. This was due to the fact that Sabatasse was, because of many years' service, senior to all except one other employee in his classification as first meatcutter for all stores in the Employer's area 3 group. Hormell testified that because of Sabatasse's seniority as a longtime employee, superseniority accorded to him as a steward was largely irrelevant and would not have been of any advantage to him unless the store in Washington was actually closed and all the employees laid off. It was denied that subsequent to his removal as steward, Sabatasse has not been laid off or reduced in classification and that the Union did not ask the Employer to terminate or in any way change his status as an employee.⁴ Personnel Director Feid testified that since Sabatasse lost his position as steward, his employee status and his seniority, earned as an employee, have not been affected in any way. Business Agent Lutz testified to the same effect and there was no evidence to the contrary. Sabatasse himself was never called as a witness by either the General Counsel or the Respondent.

B Contentions of the Parties, Findings and Conclusions with Respect Thereto

The General Counsel contends that Sabatasse's removal from office was caused by his filing charges with the Board, that the Union's penalty was coercive within the meaning of Section 8(b)(1)(A) of the Act, and, further, by depriving him of his superseniority, the Union likewise violated Section 8(b)(2). These allegations are denied by the Respondent in their entirety. According to the Union, the action taken against one of its job stewards is strictly an internal union matter involving the union-representative relationship, rather than the union-membership relationship or the employee-employer relationship, and, as such, is outside the proscription of Section 8(b)(1)(A) and (2) of the Act.

On the facts set forth above, it is clear that the primary reason for Sabatasse's removal as a job steward was his filing an unfair labor practice charge against the Union. Whereas both Hormell and Lutz testified that there were various other aspects of Sabatasse's conduct which caused difficulty among the employees and embarrassment to the

³John Feid, personnel director for the Company, testified that, pursuant to the union-shop provisions of the collective-bargaining agreement, the Employer resumed deducting monthly dues from Sabatasse's pay in November 1968, after notification from Local 590 that a Mrs. Dille, another employee, had replaced Sabatasse as the steward.

⁴In fact, the Union secured Sabatasse's reinstatement after he had been suspended. Lutz testified that when he contacted Sabatasse, on November 14, to apprise him that the union leadership had decided to divest him of his stewardship, he learned that the preceding Saturday, the Company had suspended Sabatasse indefinitely for insubordination. According to the credible and undenied testimony of Business Agent Lutz, at the Union's request, and on that very day, the Company reinstated Sabatasse to his position as first meatcutter at the Washington store. On the basis of these facts, the Union contends that rather than having taken any action to affect Sabatasse's employment status adversely, the sum total of its course of action was to secure the employee's reinstatement.

Union, none of these had resulted in the Union's taking any action prior to the date when the executive committee voted to remove him "due to the fact that he violated his responsibility as a steward by filing unfair labor practice [charges] against the union." On the record herein, the Trial Examiner concludes that the motivating cause for Sabatasse's removal was, as the General Counsel alleged, that he had filed an unfair labor practice charge against Local 590.⁵

It is now well established that a union may not resort to restraint and coercion in order to restrict the right of an employee-member to file charges with the Board. *NLRB v. Industrial Union of Marine and Shipbuilding Workers of America, AFL-CIO*, 391 U.S. 418; *Local 138, International Union of Operating Engineers, AFL-CIO (Charles S. Skura)*, 148 NLRB 679, 681, 682; *Cannery Workers Union (Van Camp Sea Food Co., Inc.)*, 159 NLRB 843, 844, 852; *Local 1367, International Longshoremen's Association (Galveston Maritime Association, Inc.)*, 148 NLRB 897, 898. In *Skura*, the Board stated that the public interest embodied in the Act required that employees be afforded unimpeded "access to the Board's processes" (*supra*, at 682). Later, in expressing its approbation of this conclusion, the Supreme Court declared in *NLRB v. Industrial Union of Marine and Shipbuilding Workers, supra*, at 424-425:

The Board cannot initiate its own proceedings, implementation of the Act is dependent "upon the initiative of individual persons" *Nash v. Florida Industrial Commission*, 389 U.S. 235, 238. The policy of keeping people "completely free from coercion," *ibid.*, against making complaints to the Board is therefore important in the functioning of the Act as an organic whole. Any coercion used to discourage, retard, or defeat that access is beyond the legitimate interests of a labor organization. That was the philosophy of the Board in the *Skura* case, and we agree that the overriding public interest makes unimpeded access to the Board the only healthy alternative, except and unless plainly internal affairs of the union are involved.

It has been held that dismissal from union office is "a most effective form of reprisal." *Grand Lodge of International Association of Machinists v. King*, 355 F.2d 340, 345 (CA 9). Here, Sabatasse not only held union office as a job steward, he was also an employee in the unit with a statutorily guaranteed right to "unimpeded access to the Board." By the sanction visited upon him for his exercise of that right, the Respondent effectively demonstrated to all its members, whether job stewards and/or rank-and-file employees, that all were prohibited from seeking recourse to the Board unless they first resorted to the Union's internal procedures for their relief.

⁵Even if, as the Respondent contends, other reasons contributed to the final decision to remove the steward, the presence of such lawful reasons does not immunize the conduct of which complaint is made. *NLRB v. Jamestown Sterling Corp.*, 211 F.2d 725, 726 (CA 2); *Philadelphia Moving Picture Machine Operators' Union, Local No. 307 IATSE (Vello Jacobucci)*, 159 NLRB 1614, 1620.

⁶Whereas the Respondent contends that its action as to Sabatasse involved only an internal union matter within the meaning of *NLRB v. Allis-Chalmers Mfg. Co.*, 388 U.S. 175, and *Scofield v. NLRB*, 394 U.S. 423, it is the conclusion of the Trial Examiner that *Allis-Chalmers*, which involved the fining of union members for crossing a picket line, and *Scofield*, which involved the fining of members for exceeding work quotas, have no application to the issue here. In neither of those cases, was the union there involved attempting to limit or regulate its members' access to

In *Galveston Maritime Association, supra*, the Board found that a district union had engaged in coercion within the meaning of Section 8(b)(1)(A) by placing a constituent local into trusteeship and removing its officers in retaliation for the local's filing of an unfair labor practice charge against the district. The Board further found that this conduct was not excused by the fact that such action may have been taken pursuant to the constitution of the local and the international union involved (*Supra*, at 916). So, too, the conduct of the Respondent here, in removing its job steward for having filed an unfair labor practice charge, must be, and is, found to have been a violation of Section 8(b)(1)(A) of the Act.⁷

C The Alleged Violation of Section 8(b)(2), Findings and Conclusions With Respect Thereto

The General Counsel alleged that the Respondent violated Section 8(b)(2) by causing, or attempting to cause, Sabatasse to lose the superseniority to which he was entitled as a job steward under the terms of the collective-bargaining agreement. The Respondent has answered this contention with the argument that the facts disclosed that subsequent to his ouster as the steward, Sabatasse was not laid off or reduced in force and that neither was his seniority as an employee affected, nor was any other incident of his employment relationship.

A change in an employee's seniority affects that individual's employment status and "involuntary reduction of seniority [is] clearly discriminatory." *Radio Officers' Union v NLRB*, 347 U.S. 17, 39. It is true, as the Respondent contends, that Sabatasse's seniority as an employee was so substantial that his superseniority as a steward would have been a matter of consequence only if the Washington store was closed and all its employees laid off. On the other hand, if such an eventuality ever materialized, his superseniority would have been a very substantial advantage to him. Consequently, the loss of such a potential benefit adversely affected Sabatasse's status as an employee. It is well settled that where a union inflicts such a reduction of seniority for a discriminatory reason it violates Section 8(b)(2). *Radio Officers' Union, supra; Local No. 85, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Pacific Motor Trucking Company)*, 175 NLRB No. 112, *Miranda Fuel Company, Inc.*, 140 NLRB 181, 188-189. Accordingly, the Trial Examiner concludes and finds that by depriving Sabatasse of his superseniority because he filed a charge with the Board, the Respondent caused, or attempted to cause, a change in Sabatasse's employment status and thereby violated Section 8(b)(2).

⁷the Board's processes, as is the situation in the case at bar. See *Roberts v NLRB*, 350 F.2d 427, 429 (C.A.D.C.)

⁸The Respondent likewise contends that the Charging Party herein should have sought relief by resort to the provisions of the Labor-Management Reporting and Disclosure Act of 1959, 29 USC Secs. 411, *et seq.*, rather than the National Labor Relations Act. There is no merit to this argument. In *Skura*, the Board held that it had jurisdiction in cases concerning the protection of employees who file charges, notwithstanding the availability of an alternate forum for seeking relief. *Skura, supra*, at 684. When a similar argument was advanced in a suit under the Labor-Management Reporting and Disclosure Act, the court declared "Congress was aware that the rights conferred by the [LMRDA] overlapped those available under state law and other federal legislation, and expressly provided that these rights were to be cumulative." *Grand Lodge of International Association of Machinists v King*, 335 F.2d 340, 347 (C.A. 9). See also *Roberts v NLRB*, 350 F.2d 427, 428-429 (C.A.D.C.)

CONCLUSIONS OF LAW

1. National Tea Company is an employer within the meaning of Section 2(2) of the Act and is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Amalgamated Meat Cutters and Butcher Workmen of North America, Amalgamated Food Employees Union Local 590, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By removing Harry Sabatasse from his position as job steward for his unit because he had filed unfair labor practice charges with the Board without first exhausting the internal union procedures, the Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) and (2) of the Act.

4. By causing, or attempting to cause, Harry Sabatasse to lose his superseniority because he had filed unfair labor practice charges with the Board, or had failed to exhaust his internal union remedies prior to filing charges with the Board, the Respondent has engaged in and is engaging in, unfair labor practices within the meaning of Section 8(b)(2) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent engaged in certain unfair labor practices, it will be recommended that it be ordered to cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

The rectification of the unfair labor practices here involved requires the restoration, insofar as possible, of the *status quo ante*. To accomplish this will require that Sabatasse be reinstated as the job steward at the Washington store, much as the Board has, on occasion, required that a union restore to membership status the employee who has been discriminatorily expelled from that membership. *Cannery Workers Union (Van Camp Sea Food Co., Inc.)*, 159 NLRB 843, 851-852.

Since it has been found that upon his removal from the position of job steward, Sabatasse was thereafter compelled to resume paying monthly dues to the Union, it will be recommended that he be reimbursed for the amount of such dues he had to pay because of the Respondent's unfair labor practices, with interest thereon at 6 percent per annum, computed in the manner and amount provided in *Isis Plumbing & Heating Co.*, 138 NLRB 716.

Upon the basis of the foregoing findings of fact and conclusions of law and the entire record in the case, and pursuant to Section 10(c) of the Act, the Trial Examiner hereby issues the following

RECOMMENDED ORDER

The Respondent, Amalgamated Meat Cutters and Butcher Workmen of North America, Amalgamated Food Employees Union Local 590, AFL-CIO, its officers, representatives, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Removing any steward-employee from his position, or causing, or attempting to cause, the loss of

superseniority for any such employee, because he files unfair labor practice charges with the Board, or fails to exhaust internal union remedies prior to filing such charges with the Board

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

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

(a) Offer Harry Sabatasse reinstatement to the position of steward at the Washington, Pennsylvania, store of National Tea Company, if the aforesaid Sabatasse is still an employee at the store.

(b) Reimburse and make whole Harry Sabatasse for all dues paid to the Respondent as the result of the unfair labor practices of the latter in the manner and amount provided in the section entitled "The Remedy"

(c) Post at its business offices, and at all other places where notices to members are customarily posted, copies of the attached notice marked "Appendix" * Copies of said notice, on forms provided by the Regional Director for Region 6, after being duly signed by Respondent's authorized representative, shall be posted by said Respondent immediately upon receipt thereof, and be maintained by Respondent for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 6, in writing, within 20 days from the receipt of this Decision, as to what steps have been taken to comply herewith.⁹

⁹In 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"

⁹In the event that this recommended Order is adopted by the Board, this provision shall be modified to read "Notify the Regional Director for Region 6, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith"

APPENDIX

NOTICE TO ALL MEMBERS OF AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, AMALGAMATED FOOD EMPLOYEES UNION LOCAL 590, AFL-CIO

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 you that:

WE WILL NOT remove any job steward from his position because he files unfair labor practice charges with the National Labor Relations Board against us or our officials without first exhausting internal union remedies.

WE WILL NOT cause, or attempt to cause, any employee to lose his superseniority because he files unfair labor practice charges with the National Labor Relations Board, or for failing to exhaust his internal union remedies prior to filing such charges with the Board.

WE WILL reinstate Harry Sabatasse as job steward, upon his request, and make him whole for any monetary losses sustained by him because of our action in removing him as steward on November 14, 1968.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act

AMALGAMATED MEAT
CUTTERS AND BUTCHER
WORKMEN OF NORTH
AMERICA, AMALGAMATED
FOOD EMPLOYEES UNION
LOCAL 590, AFL-CIO
(Labor Organization)

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 members have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 1529 Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania 15222, Telephone 644-2944.