A & S Asphalt Corporation *and* William H. Slauter.
Case 9–CA–6348

April 10, 1972

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND KENNEDY

On December 22, 1971, Trial Examiner Benjamin K. Blackburn issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief.

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

The Board has considered the record and the Trial Examiner's Decision in the light of the exceptions and brief and has decided to affirm the Trial Examiner's rulings, findings, and conclusions and to adopt this recommended Order.[1]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Trial Examiner and hereby orders that the Respondent, A & S Asphalt Corporation, Dayton, Ohio, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's recommended Order.

[1] The Respondent has excepted to certain credibility findings made by the Trial Examiner. It is the Board's established policy not to overrule a Trial Examiner's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions were incorrect *Standard Dry Wall Products, Inc.*, 91 NLRB 544, enfd. 188 F.2d 362 (C A. 3). We have carefully examined the record and find no basis for reversing his findings.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

BENJAMIN K. BLACKBURN, Trial Examiner: The charge in this case was filed on June 28, 1971. The complaint was issued on August 24. The hearing was held on November 2 in Dayton, Ohio. The complaint alleges violations of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, as a result of Respondent's failure to recall the Charging Party from seasonal layoff in April 1971. In addition to a general denial, Respondent's answer pleaded two special defenses, i.e., Section 10(b) of the Act and deferral to arbitration. The gravamen of the complaint falls well within the 6-month period prior to filing of the charge. Therefore, Respondent's reliance on Section 10(b) is without merit. In its brief, Respondent elected not to press its contention, based on *Collyer Insulated Wire,* 192 NLRB No. 150, that the Board should defer to the arbitration procedures contained in its contract with Local 18, International Union of Operating Engineers, AFL–CIO. Therefore, the only issue presented is Respondent's motive for refusing to rehire William H. Slauter in March and/or April at the beginning of the 1971 paving season. For the reasons set forth below, I find that Respondent rejected Slauter because he had engaged in protected concerted activities in November 1970, thereby violating Section 8(a)(1) of the Act.

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

FINDINGS OF FACT

I. JURISDICTION

Respondent, an Ohio corporation, is engaged in the asphalt paving business in Dayton. During the year preceding issuance of the complaint, it purchased goods valued in excess of $50,000 which were shipped directly to it from points outside the State of Ohio. It is engaged in commerce within the meaning of Section 2(6) and (7) of the Act. Local 18, International Union of Operating Engineers, AFL–CIO, and Local 1410, Laborers' International Union of North America, AFL–CIO, are labor organizations within the meaning of Section 2(5) of the Act.

II. THE UNFAIR LABOR PRACTICES

A. *Facts*

1. Background

Respondent was a sole proprietorship owned by Gerald Sutton from 1952 until 1968, when it became a corporation. It signed its first contract with a labor organization, Laborers' Local 1410, in November 1967. It signed its first contract with Operating Engineers Local 18 in May 1968. Each contract presently in force contains a no-strike clause. In addition to its formal contract with each Local, Respondent has an informal agreement with each that it need pay union wages only on union jobs. The difference between union and nonunion wages in the asphalt paving industry in the Dayton area varies from job classification to job classification. The average is in the neighborhood of $3 an hour. Respondent's business is seasonal, with the length of the season depending on the weather. The paving season usually begins around the middle of March and ends around the middle of December.

William Slauter first went to work for Respondent in 1964. He was rehired at the beginning of each season thereafter without event and worked each season through 1970. He performed various jobs from time to time, including operating the paver, a job which carries the highest rate of pay, under Respondent's contract with Local 18, of any of the job classifications employed by Respondent.

During the 1969 season Slauter had a run-in with Jack Swartzel, Respondent's field superintendent, at a jobsite. Slauter arrived late for work. Swartzel cursed Slauter. Slauter grabbed Swartzel and told Swartzel not to call him that name again. Swartzel told Slauter to go home. Slauter insisted on working. Swartzel told Slauter he would not get paid. Slauter said he would take his chances. He worked the remainder of the day. The record does not indicate whether or not he got paid for the day.

Some time during the 1970 season Slauter transported a grader to a jobsite on a lowboy. Mike Miracle, the grader operator, was with him. They decided between them not to stop on the way to put gas in the grader. Consequently, the grader ran out of gas on the job. Since he was the grader operator, Miracle was technically responsible for this dereliction.

During the 1970 season Foreman Jack Laine told Swartzel that Slauter was laying down on the job. Laine did not say anything directly to Slauter about this criticism of Slauter's attitude. Swartzel did not tell Slauter that Laine had complained about him.

Also in the 1970 season Art Wynn, a grader operator, told Swartzel that he did not want to work with Slauter anymore because Slauter had gotten lazy and did not want to work. Swartzel told Slauter what Wynn had said. Slauter challenged Swartzel to have Wynn say it to his face, Swartzel dropped the matter.

Slauter was in the hospital for a time during the summer of 1970. He returned to work in August after being off about a month. Respondent advanced him more than $100 while he was sick and forgave the debt when he returned to work. Elwood Skaggs, Respondent's regular paver operator, left in August. Around the time of his return to work, Slauter became the regular paver operator and worked at that job until the end of the season.

Respondent's laborers joined Local 1410 in November 1967 when Respondent recognized Local 1410. Slauter and Respondent's other equipment operators joined Local 18 in May 1968 when Respondent recognized Local 18. Respondent's informal agreements with Local 1410 and Local 18 that it may pay nonunion wages on nonunion jobs caused no problems until near the end of the 1970 season.

2. The events of November 13 and 14, 1970

The trouble began on Friday morning, November 13, 1970, when the men gathered at Respondent's yard to go to work. They were unhappy because they were getting union wages on some projects, nonunion on others, and did not know, when they were working, which was which. When they found they were not to get union wages that day, they refused to go to work. Instead, they repaired in a group to a nearby tavern. They telephoned both Local 18 and Local 1410. A business representative from each Local came to the tavern and talked to them. The Laborers representative told his constitutents that, if the matter could not be straightened out, they might have to picket. The Operating Engineers representative told his constituents that they should not have walked out and should go back to work. Both went from the tavern to Respondent's office to confer with Sutton and Swartzel. Neither returned to the tavern or contacted the men.

In the early afternoon the men telephoned Respondent to find out whether they could pick up their paychecks, due them that day. They were told they could. They went back to the yard in a group and picked up their checks. While they were there, Swartzel told them there would be a meeting the next morning. The meeting was held as scheduled at 9 a.m. on Saturday morning, November 14.

Sutton began the meeting by asking the men what they were upset about. Slauter replied that the men did not know what their rate of pay was from day to day and thought they had been paid the low rate on some jobs for which they should have gotten the high. Sutton explained the agreement he had with Local 18 and Local 1410. He produced various records from his files to show that Respondent bid some jobs on a nonunion basis and others on a union basis. Miracle brought up an additional grievance, that the men did not like the way Swartzel cursed at them when they were working. There was a general discussion in which all the men participated to a greater or lesser degree. While he was not "spokesman" for the men in the sense that the others deferred to him, Slauter took the lead in voicing the men's concern about their wages. The upshot of the meeting was Sutton's agreement that, in the future, Respondent would post on the office door a notice as to whether the project the men were working on was union or nonunion so they would know each day the wage rate they were working for. Sutton later changed his mind, however. He decided that the outside of a door was too public a spot to display this information. Notices were never posted on the door. The information was, however, posted on a blackboard in the office.

3. The events of November 16, 1970

The men went to Montgomery Square at 7:30 a.m. on Monday, November 16, 1970. They had previously worked there 1 day and, through Respondent's error, received union wages even though it was a nonunion project. They did not begin work. Instead, Marion Smith, a laborer, telephoned Local 1410. The record does not reveal what was said by him or to him in this conversation. When he returned from the phone, the men prepared hand-lettered signs which stated that Local 1410 was on strike and began picketing.

Swartzel discovered the strike when he got to Montgomery Square around 8:15 a.m. He asked first Harold Bauer, an operating engineer, and then Slauter what was going on. Both blamed the work stoppage on the laborers. Swartzel immediately contacted Sutton. Sutton telephoned Local 1410. He was told that Local 1410 had not authorized the strike and the men should go back to work. Sutton relayed this information to Swartzel and told him to have the laborers call Local 1410 to confirm it. Swartzel approached a group of the men and told them what Sutton had told him. He got into an argument with Bauer in the course of which he called Bauer a son-of-a-bitch. (When the work stoppage ended a few minutes later, Bauer did not return to work with the rest of the men. However, he returned the following morning without incident and still works for Respondent.) Swartzel also got into an argument with Charles Vest, a laborer. When Vest refused both to call Local 1410 and to return to work, Swartzel fired him. (Vest has not worked for Respondent since.) In the meantime, Sutton had arrived at Montgomery Square. When he asked what was wrong, Slauter spoke up. He explained that the men had gotten union wages for working at Montgomery Square before, they thought it was a union job even though Sutton said it was nonunion, and they wanted union wages. Because the hot asphalt which was there ready for laying was cooling rapidly in the 40-degree temperature, Sutton agreed to pay union wages on the Montgomery Square project. The men went to work around 9 a.m. After he was fired, Vest telephoned Local 1410 and was told that the men should return to work because the strike was illegal. Whether this took place before or after the men returned to work is not clear in the record. After the men returned to work Sutton spoke again to Slauter. He told Slauter to speed up his operation of the paver and change his attitude.

Vest went to Respondent's office on the afternoon of November 16 and spoke to Sutton. Sutton refused to revoke Swartzel's decision to fire Vest. In the course of their conversation about what had happened that morning, Sutton asked Vest who had instigated the work stoppage. Vest replied, "Well, Bill [Slauter] was the spokesman for ev-

erybody." (I do not credit Sutton's implicit denial that Slauter was mentioned in his conversation with Vest on the afternoon of November 16, 1970.)

4. The failure to rehire Slauter for the 1971 season

The 1970 paving season ended around December 15. Shortly thereafter Sutton received an accounting of Respondent's 1970 operations. It revealed gross sales of $770,460 and a net profit of $5,840.50. In 1969 Respondent's gross sales had been approximately $900,000. Sales in 1970 thus were down approximately 15 percent from the previous year. Financially, the worst year in Respondent's history was 1970. Consequently, Sutton and Swartzel held a meeting prior to the start of the 1971 paving season in which they made various management decisions about the operation of the business designed to improve Respondent's performance in 1971. Among the cost-cutting decisions they reached was one, in Sutton's words, "to cut out any men that we felt weren't doing the job, any men that we felt could afford to let go," in Swartzel's words, "we would not hire back the guys that we felt had hurt us in the past." Which men in the 1970 crew would not be rehired for 1971 was not decided at that meeting. Implementation of this decison was left to Swartzel. In hiring for the 1971 season, Respondent resorted to union hiring halls and newspaper ads for the first time.

Of the approximately 32 men who worked for Respondent during the 1970 paving season, approximately 16 collected unemployment compensation after the end of that season based on their employment by Respondent. Twelve of these, Slauter included, were not rehired for the 1971 season. Charles Vest, who had been fired at the time of the Montgomery Square work stoppage, did not apply. Neither did Marion Smith. Swartzel's stated reasons for not rehiring the others at the beginning of the 1971 season, which I credit, are as follows:

> Mike Miracle, Lloyd Oliver, and Roger Perry—each quit before the end of the 1970 season and was therefore, considered unreliable. (Miracle was rehired in the middle of the 1971 season.)
>
> Leslie McKibbin—lived too far away.
>
> Robert Cavanaugh and Wayne Davidson—no work available for them. (Both were rehired on June 1, 1971.)
>
> Fisher Perry and Claude Matthews—each had a drinking problem.
>
> Leon Davis—suffered a heart attack in October 1971.

Slauter applied for rehire for the 1971 season in the usual manner around the first of March. In the course of several visits to Respondent's office, he had a conversation with Swartzel. What was said on this occasion is the key fact in this case. My finding is set forth in the section which follows.

B. *Analysis and Conclusions*

Slauter's version of his conversation with Swartzel is as follows:

> A. The first time I talked to Mr. Sutton. He told me to see Mr. Swartzel so I came back. He wasn't in there and when I came back I saw him. I asked him whether I was going to get to come back to work and he said "No"—he didn't think they could use me this year and I asked him "Why? Was it because of the trouble we had last year?" and "Did Mr. Sutton think I was the cause of it?" and he said "Yes". So I told him if he would hire me back I wouldn't start any more trouble and he told me he needed good asphalt men and he couldn't find any—they were hard to come by and he told me he would talk to Mr. Sutton and call me back and I never heard any more from them.
>
> Q. Did Mr. Swartzel make any comments about your work?
>
> A. At the time?
>
> Q. Yes.
>
> A. No, he just said I was a good asphalt man.
>
> Q. Did you ever hear any more from A & S Asphalt?
>
> A. No, sir.

Swartzel's version is as follows:

> Q. Let me refer you to this handwritten list here, and the first name on that list is William Slauter. There has been some testimony as to him. Did he report to you this Spring at the beginning of the season?
>
> A. Yes, Bill came in I think on two or three—four occasions, starting about the first of March. He stopped in to see if I had any work and I told him "No, we hadn't started hiring the guys back yet." He came back two or three times later and I told him we still didn't have any work. And in the meantime Jerry and I had had a discussion over Bill, mainly because of some of the comments made by the men who worked for us last year. They told me that—Jerry and I decided that we just no longer would need Bill this year. So when Bill came in the last time he went into Jerry's office and Jerry told him to see me. Bill and I were out in the back of our garage and he asked me, he says "Are you going to hire me back or not?" and I said "No, Bill, we're not. Jerry and I have decided we're not hiring you back." And he said word-for-word "It's because of the union deal last year, wasn't it?" And I said "Bill, if you want to believe that, fine, but not really." I said "Jerry's upset with the way you were running the crew—the way you were running the paver—You didn't put out like you should have and he's been trying to get me to get rid of you for a couple of years because you've just been laying down on the job." And I said "That's why we don't need you." And he said "Okay, I'll see you later."
>
> Q. And that was the end of that conversation?
>
> A. Yes, sir.

As can be readily seen, the only discrepancy between Slauter's testimony and Swartzel's is whether, when Slauter asked if the previous year's work stoppages were the reason for his not being rehired, Swartzel answered in the affirmative or in the negative. I find, principally on the basis of the demeanor of the two men while testifying, that Swartzel's answer to Slauter's questions was "Yes" and not "Bill, if you want to believe that, fine, but not really." Swartzel's answer is thus a confession of an illegal motive and alone sufficient basis for a finding that Respondent refused to rehire Slauter in March 1971 because of his role in the November 1970 work stoppages. Even if I were to credit Swartzel over Slauter, however, I would still come to the same conclusion.

As the remainder of what Swartzel testified he said to Slauter when he refused to rehire Slauter makes clear, Respondent's ostensible reason is its dissatisfaction with Slauter's work. Yet the record as a whole permits of no such conclusion. Every element points to the conclusion that, but for what happened on November 13, 14, and 16, 1970, Slauter would have been rehired in March 1971 without question or quibble. First, there is the fact that he had been rehired at the beginning of the season in each of the previous 6 years. Second, there is the fact that a serious run-in with Swartzel during the 1969 season did not cause his termination at that time or a failure to rehire him at the beginning

of the 1970 season. Third, there is the fact, when Foreman Laine criticized Slauter's performance to Swartzel in the 1970 season, neither Laine nor Swartzel spoke to Slauter about his alleged shortcomings. Fourth, there is the fact that, when Wynn complained to Swartzel about Slauter, Swartzel did nothing about it. Fifth, there is the fact that Respondent thought so highly of Slauter in August 1970 that it forgave him a substantial debt on his return to work after being hospitalized. Sixth, there is the fact that Respondent made Slauter its regular paver operator, a key job in its operations, when Skaggs left shortly thereafter and kept him in that position until the end of the season. Seventh, there is the fact that Respondent does not dispute Slauter's ability to do his job, only his attitude. This is implicit in Swartzel's stated reason for not rehiring Slauter—"[t]he main reason was he just wouldn't put out to his ability. I didn't feel that he would work for us and give his full support to the company"—as well as in his testimony of what he said to Slauter when he did it—"Jerry's [i.e., Sutton's] upset with the way you were running the crew—the way you were running the paver—You didn't put out like you should have and he's been trying to get me to get rid of you for a couple of years because you've just been laying down on the job . . . . That's why we don't need you." Last, there is the fact that Respondent's ostensible reason for refusing to rehire Slauter is totally unlike its reason for refusing to rehire each of the other nine men whom it did not take back at the beginning of the 1971 season. Respondent thus gains no support from the fact that the General Counsel does not contend Respondent violated the Act in any or all of their cases.

When Sutton spoke to Slauter on November 16, 1970, after Slauter started up the paver at the end of the work stoppage, it was Slauter's attitude that was troubling Sutton—"I asked Mr. Slauter—I talked to him privately and I asked him to speed things up and to change his attitude." Swartzel discussed Slauter with Sutton before he decided not to rehire Slauter in March 1971 and acted on Sutton's recommendation that he get rid of Slauter—"Jerry and I have decided we're not hiring you back." Yet Sutton had been urging Swartzel not to rehire Slauter for several years—"he's [Sutton's] been trying to get me to get rid of you for a couple of years"—to no avail. Thus, it is clear, Respondent's decision not to rehire Slauter in 1971 was triggered by Sutton's opinion of Slauter's "attitude," an opinion formed at the time of and predicated on Slauter's role in the events of November 13, 14, and 16, 1970. I conclude, therefore, that Respondent's ostensible reason for not rehiring Slauter in March 1971 is a pretext and that its real reason was the attitude toward Respondent he displayed during the concerted work stoppages of November 1970. In view of the no-strike clause in Respondent's contract with Local 18, Slauter's participation in those work stoppages would ordinarily be unprotected. However, by failing to discharge him on November 16, 1970, and permitting him to work thereafter until the end of the paving season, Respondent condoned the wildcat strike. I find, therefore, that Respondent failed to rehire William Slauter for the 1971 paving season in March 1971 because he had engaged in protected, concerted activities, thereby violating Section 8(a)(1) of the Act. Since the remedy would be the same in any event, I find it unnecessary to decide whether Respondent violated Section 8(a)(3) of the Act by the same conduct. Since I have limited my finding to a violation of Section 8(a)(1) only in Respondent's failure to rehire Slauter, I also find it unnecessary to decide whether an independent violation of Section 8(a)(1) occurred, as alleged in the complaint, when Swartzel told Slauter that Respondent would not rehire him because of his role in the events of November 1970. (The point is not pressed in General Counsel's brief.)

Upon the foregoing findings of fact, and upon the entire record in this proceeding, I make the following:

Conclusions of Law

1. A & S Asphalt Corporation is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. Local 18, International Brotherhood of Operating Engineers, AFL–CIO, and Local 1410, Laborers' International Union of North America, AFL–CIO, are labor organizations within the meaning of Section 2(5) of the Act.
3. By refusing to rehire William Slauter in March 1971 because he had engaged in protected, concerted activities, Respondent has violated Section 8(a)(1) of the Act.
4. The aforesaid unfair labor practice is an unfair labor practice affecting commerce within the meaning of Section 2(6) and (7) of the Act.

The Remedy

In order to effectuate the policies of the Act, it is necessary that Respondent be ordered to cease and desist from the unfair labor practice found and remedy it. In view of the seasonal nature of Respondent's operations and the date on which this Decision is issuing, I will recommend, not that Respondent offer Slauter immediate reinstatement, but that it offer him reinstatement at the beginning of the 1972 paving season and make him whole for any earnings he lost during the 1971 paving season as a result of Respondent's failure to employ him during that season with backpay computed on a quarterly basis, plus interest at 6 percent per annum, as prescribed in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing & Heating Co.*, 138 NLRB 716. I will also recommend that Respondent be required to post appropriate notices.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:[1]

ORDER

A & S Asphalt Corporation, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to rehire employees because they have engaged in protected, concerted activities.

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

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

(a) Offer William Slauter, at the beginning of the 1972 paving season, full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, and pay him for the earnings he lost as a result of Respondent's failure to employ him during the 1971 paving season, plus 6-percent interest.

[1] In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes

(b) Notify immediately the above-named individual, if presently serving in the Armed Forces of the United States, of the right to full reinstatement, upon application after discharge from the Armed Forces, in accordance with the Selective Service Act and the Universal Military Training and Service Act.

(c) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its office in Dayton, Ohio, copies of the attached notice marked "Appendix."[2] Copies of said notice, on forms provided by the Regional Director for Region 9, after being duly signed by Respondent's representative, shall be posted by it 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 Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 9, in writing, within 20 days from the date of the receipt of this Decision, what steps the Respondent has taken to comply herewith.[3]

IT IS ALSO ORDERED that the complaint be dismissed insofar as it alleges that Respondent has violated Section 8(a)(3) of the Act.

[2] In the event that the Board's 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 be changed to read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

[3] In the event that this recommended Order is adopted by the Board after exceptions have been filed, this provision shall be modified to read. "Notify the Regional Director for Region 9, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

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

The National Labor Relations Board having found, after a trial, that we violated Federal law by refusing to rehire an employee because he had engaged in protected, concerted activities, we hereby notify you that:

The National Labor Relations Act gives all employees these rights:

To engage in self-organization
To form, join, or help unions
To bargain collectively through a representative of their own choosing
To act together for collective bargaining or other aid or protection
To refrain from any or all of these things.

WE WILL NOT refuse to rehire you because you have engaged in protected, concerted activities.

WE WILL NOT in any like or related manner interfere with you or attempt to restrain or coerce you in the exercise of the above rights.

WE WILL offer William Slauter, at the beginning of the 1972 paving season, full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, and pay him for the earnings he lost as a result of our failure to employ him during the 1971 paving season, plus 6-percent interest.

A & S ASPHALT CORPORATION
(Employer)

Dated By
(Representative) (Title)

We will notify immediately the above-named individual, if presently serving in the Armed Forces of the United States, of the right to full reinstatement, upon application after discharge from the Armed Forces, in accordance with the Selective Service Act and the Universal Military Training and Service Act.

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 Board's Office, Federal Office Building, Room 2407, 550 Main Street, Cincinnati, Ohio 45202, Telephone 513–684–3686.