

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

UNITED STATES POSTAL SERVICE

and

CASES 10-CA-38473
10-CA-38474

AMERICAN POSTAL WORKERS
UNION, GADSDEN BRANCH,
AFL–CIO, LOCAL 537

Gregory Powell, Esq., for the General Counsel.
John C. Oldenburg, Esq., for the Respondent.

BENCH DECISION AND CERTIFICATION

Statement of the Case

KELTNER W. LOCKE, Administrative Law Judge. I heard this case on November 1, 2010, in Birmingham, Alabama. After the parties rested, I heard oral argument, and on November 4, 2010, issued a bench decision pursuant to Section 102.35(a)(10) of the Board’s Rules and Regulations, setting forth findings of fact and conclusions of law. In accordance with Section 102.45 of the Rules and Regulations, I certify the accuracy of, and attach as “Appendix A,” the portion of the transcript containing this decision.¹ The Conclusions of Law, Remedy, Order and notice provisions are set forth below.

Clarification

In the bench decision, I concluded that Respondent did not have a duty to provide certain telephone call and email records described by the Union in its May 19, 2010 information request, although it did have a duty to furnish the Union with other information (clock rings) described in the same request. However, the order consolidating cases, consolidated complaint and notice of hearing (the complaint) did not allege that Respondent violated the Act by any delay in furnishing or failure to furnish the telephone and email

¹ The bench decision appears in uncorrected form at pp. 200 through 214 of the transcript. The final version, after correction of oral and transcriptional errors, is attached as appendix A to this certification.

records. Therefore, the complaint raised no issue concerning these documents and the matter will not be addressed in the Conclusions of Law, below.

Conclusions of Law

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1. The Board has jurisdiction over Respondent pursuant to section 1209 of the Postal Reform Act.

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2. At all material times, the American Postal Workers Union, AFL–CIO, and its Local 537, have been labor organizations within the meaning of Section 2(5) of the Act.

3. The following employees of Respondent (the unit), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

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All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, and material distribution centers employees, excluding managerial and supervisory personnel, employees engaged in personnel work in other than a purely non-confidential clerical capacity, guards, postal inspection service employees, employees in the supplemental work force, rural mail carriers, mail handlers and letter carriers.

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4. At all material times, the American Postal Workers Union has been the exclusive bargaining representative, within the meaning of Section 9(a) of the Act, of all employees in the bargaining unit described above in paragraph 3.

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5. At all relevant times, Local 537 has acted as an agent for the national union with respect to its members at the Jacksonville post office.

6. The Respondent breached its duty to bargain in good faith with the American Postal Workers Union, and thereby violated Section 8(a)(5) and (1) of the Act, by failing and refusing to provide, in a timely manner, the following information requested by Local 537, which information was relevant to, and necessary for, the Union’s performance of its duties as exclusive bargaining representative:

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(a) Copies of postage statements (form 3602-C) used for accepting and verifying bulk business mail in the Jacksonville Post Office for time periods November 25,–27, 2009; December 1, 7, 16, 18, and 21, 2009; December 23–30, 2009; January 1–31, 2010; February 1–19, 2010; March 3, 15, and 17, 2010; March 23–24, 2010; March 26, 2010; April 8–30, 2010; May 1–15, 2010.

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(b) Clock rings for all PTF clerks for May 8, 2010, from Attalla, Gadsden, Piedmont, Anniston, Lincoln, Ohatchee, Pell City, Alexandria, Weaver, Cedar Bluff, Talladega, Leeburg, Helfin.

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7. The unfair labor practices set out in paragraph 5 above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Remedy

The General Counsel seeks a remedy which includes, as described in the complaint, “an order requiring Respondent’s Postmaster to promptly respond to requests for information and/or to inform the Local Union, in writing, of any anticipated delays and detailed reasons for the delays.” The quoted language would require Respondent to do two things: (1) Respond promptly to an information request and (2) do so in writing.

In essence, the first requirement simply restates the Respondent’s statutory duty to reply to the exclusive bargaining representative’s information requests in a timely manner. Accordingly, it is appropriate to include such language in the recommended Order and I will do so.

Before proceeding to the second requirement sought by the General Counsel, it may be noted that the duty to respond to an information request is distinct from the duty to furnish information, and is broader than the latter. The breadth of the duty to respond may be illustrated by the following hypothetical situation: A union which is the exclusive representative of an appropriate bargaining unit requests information which is not relevant to and necessary for the performance of its representation function and the employer decides not to supply that information. The employer still has a duty to notify the union of its decision not to furnish the information and to provide the reason for that decision, and it must do so without undue delay.

The General Counsel also seeks a requirement that the Respondent reply to the Union’s information requests *in writing*. However, I hesitate to conclude that the requirement of a written response would hasten the process of responding to information requests. Arguably, it might slow the process down. Rather than impose an arbitrary requirement, I believe it would be better to leave the parties to the procedures they have developed for handling information requests. If those procedures prove inadequate, they are free, of course, to negotiate new ones.

In the complaint, the General Counsel also seeks an order requiring the local postmaster promptly to inform the Respondent’s labor relations office in Birmingham when the postmaster cannot provide the requested documents. Although I do not doubt the Board’s authority to issue such an order in appropriate cases, in the present case I do not believe it would be helpful. The parties are in a better position to determine whether the process should be improved and to reach agreement on such improvements.

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act, including posting the notice to employees attached hereto as appendix B.

On the findings of fact and conclusions of law, and on the entire record in this case, I issue the following recommended²

² If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, these findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board, and all objections to them shall be deemed waived for all purposes.

ORDER

5 It is ordered that the Respondent, United States Postal Service (Jacksonville, Alabama facility), its officers, agents, successors, and assigns, shall

1. Cease and desist from

10 (a) Refusing to bargain collectively with the Union, American Postal Workers Union, AFL–CIO, and its Local 537, by refusing to furnish, in a timely manner and without undue delay, information requested by the Union that is necessary for and relevant to the Union’s performance of its duties as the exclusive collective-bargaining representative of the unit employees.

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

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

20 (a) Furnish to the Union, American Postal Workers Union, AFL-CIO, and its Local 537, in a timely manner and without undue delay, information requested by the Union that is necessary for and relevant to the Union’s performance of its duties as the exclusive collective-bargaining representative of the unit employees.

25 (b) Post at its facility in Jacksonville, Alabama, in all places where notices are customarily posted, copies of the attached notice marked “Appendix B.”³ Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent’s authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places
30 where notices to employees customarily are posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

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

Dated Washington, D.C. December 14, 2010

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Keltner W. Locke
Administrative Law Judge

³ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading “**POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD**” shall read, “**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.**”

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Bench Decision

5 This decision is issued pursuant to Section 102.35(a)(10) and Section 102.45 of the
Board’s Rules and Regulations. I conclude that Respondent violated Section 8(a)(5) and (1) of
the Act by failing to furnish the Union in a timely manner certain information the Union had
requested to perform its representation functions. However, I further conclude that not all of
10 the requested information was relevant and that failure to provide this information promptly did
not violate the Act.

Procedural History

15 This case began on July 7, 2010, when the Charging Party, American Postal Workers
Union, Gadsden Branch, AFL-CIO, Local 537, which I will call the “Local Union” or the
“Charging Party,” filed unfair labor practice charges against the Respondent, the United States
Postal Service, in Cases 10-CA-38473(P) and 10-CA-38474(P). On September 11, 2010, the
Union amended its charge in Case 10-CA-28473(P). On September 13, 2010, it amended its
20 charge in Case 10-CA-28474(P).

On September 28, 2010, after investigation of the charges, the Regional Director for
Region 10 of the National Labor Relations Board (the Board) issued an Order Consolidating
Cases, Consolidated Complaint and Notice of Hearing, which I will call the “Complaint,” in
these cases. In issuing this complaint, the Regional Director acted on behalf of the General
25 Counsel of the Board, whom I will refer to as the “General Counsel” or as the “government.”

Thereafter, Respondent filed an Answer and an Amended Answer.

30 On November 1, 2010, a hearing opened before me in Birmingham, Alabama. Both the
General Counsel and the Respondent called witnesses and introduced evidence. Then, counsel
presented oral argument.

Today, November 4, 2010, I am issuing this bench decision.

35 **Admitted Allegations**

In its Answer, Respondent has admitted the allegations raised in Complaint paragraphs
1(a), 1(b), 1(c), 1(d), 2, 3, 4, 6, 10, 11, 12, and portions of Complaint paragraphs 5 and 9. I find
40 that the General Counsel has proven these allegations.

More specifically, I find that the government has established that the Union filed and
served the charges alleged in the Complaint as alleged.

45 Further, Respondent has admitted and I find that at all material times, it has been an
independent establishment of the Executive Branch of the Government of the United States and
that it operates various facilities throughout the United States, including a facility located at

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5 421 Pelham Road North, Jacksonville, Alabama, which is the only facility involved in this proceeding. Moreover, I conclude that the Board has jurisdiction over the Respondent by virtue of Section 1209 of the Postal Reorganization Act.

10 Respondent also has admitted, and I find, that Joey Johnson and Louann Simmons were, at all material times, its supervisors within the meaning of Section 2(11) of the Act and its agents within the meaning of Section 2(13) of the Act.

15 Based on the admissions in Respondent’s Answer, I find that the American Postal Workers Union, AFL-CIO, which I will call the “National Union,” and its Local 537, are labor organizations within the meaning of Section 2(5) of the Act.

20 Respondent also has admitted, and I find, that the following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

25 All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, and material distribution centers employees, excluding managerial and supervisory personnel, employees engaged in personnel work in other than a purely non-confidential clerical capacity, guards, postal inspection service employees, employees in the supplemental work force, rural mail carriers, mail handlers and letter carriers.

30 Based on a stipulation which the parties entered into during the hearing, I find that the National Union is the designated and exclusive bargaining representative of all employees in the bargaining unit for which each has been recognized and certified at the national level, a fact recognized in successive collective bargaining agreements, including the most recent agreement, effective on February 3, 2007 until November 20, 2010. Based on this stipulation, I also find that the local union has acted as an agent for the national union with respect to its members at the Jacksonville post office.

35 Complaint paragraph 9 alleged, Respondent’s Answer admitted, and I find, that on or about the May 17, 2010, the Local Union, in writing, requested that Respondent furnish the Local Union with 3602-C postage statements for November 25-27, and December 1, 7, 16, 18, 21, 23-30, 2009; and for January 1-31; February 1-19; March 15-17, 23-24, 26; April 8-30, and May 1-15, 2010. Respondent’s Answer denied that the Local Union requested the 3602-C postage statement for March 9, 2010, as Complaint paragraph 9 alleged. Instead, Respondent’s Answer stated that “Respondent avers, rather, that the correct date for that particular form 3602-C is March 3, 2010.”

45 Respondent also has admitted that on June 14, 2010, it furnished the Local Union the requested information described in Complaint paragraph 9. I so find.

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Complaint paragraph 10 alleged, Respondent admitted, and I find, that on or about May 19, 2010, the Local Union, in writing, requested that Respondent furnish the Local Union with clock rings for PTF Clerks who worked on May 8, 2010, in postal facilities in the following Alabama locations: Anniston, Alexandria, Attalla, Cedar Bluff, Gadsden, Heflin, Leesburg, Lincoln, Ohatchee, Pell City, Piedmont, Talladega and Weaver.

Further, Respondent has admitted and I find that on July 29, 2010, it furnished the Local Union the requested information described in Complaint paragraph 10.

Disputed Allegations

Respondent denied the remaining Complaint allegations. Thus, it denied that the information requested by the Local Union was necessary for and relevant to the Local Union’s performance of its duties. It also denied that, from about May 17, 2010 until June 14, 2010, it unduly delayed furnishing the Local Union with the requested information described in Complaint paragraph 9. Similarly, it denied that, from about May 19, 2010 to June 18, 2010, it unduly delayed in furnishing the Local Union with the requested information described in Complaint paragraph 10.

Moreover, Respondent denied the Complaint’s legal conclusions that, because of the alleged delays in providing the requested information, Respondent violated Section 8(a)(5) and (1) of the Act. Additionally, Respondent’s Answer raised the affirmative defense that the Local Union made and prosecuted the information requests in bad faith.

Facts

The Local Union, acting for the National Union, files and pursues grievances on behalf of bargaining unit employees at Respondent’s Jacksonville, Alabama facility. The National Union’s collective-bargaining agreement with Respondent limits the amount of work which members of management can perform at Respondent’s various facilities. A Local Union steward, Frank Douglas, suspected that Respondent had not paid a bargaining unit employee the proper wage rate, which, under the collective-bargaining agreement, could depend on the type of work the employee had performed. The steward filed an information request dated May 17, 2010. This request stated, in part, as follows:

We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and if so their relevancy to the grievance:

- 1) Requesting a copy of the Postage Statement (3602-C) used for accepting and verifying bulk business mail in the Jacksonville Post Office for time period starting the 1 January 2010 through 31 January 2010.

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5 2) Requesting a copy of the Postage Statement (3602-C)
used for accepting and verifying bulk business mail in the Jacksonville
Post Office for the time period - 25 November 2009 thru 27 November
2009, 1 December 2009, 7 December 2009, 16 December 2009, 18
December 2009, 21 December 2009, 23 December 2009 thru 30
December 2009, 1 February 2010 through 19 February 2010, 3 March
2010, 15 & 17 March 2010, 23 March thru 24 March 2010, 26 March
10 2010, 8 April 2010 thru 30 April 2010, & 1 May 2010 thru 15 May
2010.

15 The Form 3602-C is a standard and uncomplicated one-page document which
Respondent routinely uses. Steward Douglas testified that it “identifies the individual that is
responsible for collecting and verifying mailings from the sender.” In other words, the
document would be proof of which employee did particular work. That information, together
with information regarding the employee’s actual pay, could be used to determine whether
Respondent had applied the correct wage rate. Respondent’s Answer admits it furnished this
information to the Union on June 14, 2010.

20 The National Union’s collective-bargaining agreement with Respondent limits the
amount of bargaining unit work which supervisors may perform. It lists a number of
exceptions to a general rule that supervisors may not do such work.

25 The Union steward, believing that a member of management had performed more unit
work than the contract allowed, submitted to Respondent an information request dated 19 May
2010. That request stated, in part, as follows:

30 We request that the following documents and/or witnesses be made
available to us in order to properly identify whether or not a grievance does exist
and if so their relevancy to the grievance:

35 1) Requesting a copy of phone records (for long distance
call) or e-mails that management at Jacksonville Post Office used to
contact Attala, Gadsden, Piedmont, Anniston, Lincoln, Ohatchee, Pell
City, Alexandria, Weaver, Cedar Bluff, Talladega, Leeburg, and Heflin.

40 2) Requesting a clock rings for all PTF clerks for May 8,
2010, from Attalla, Gadsden, Piedmont, Anniston, Lincoln, Ohatchee,
Pell City, Alexandria, Weaver, Cedar Bluff, Talladega, Leeburg, Helfin.

45 The phrase “clock rings” refers to a standard computerized record Respondent uses to
document the actual times worked by employees. Respondent’s Answer admits that it
furnished the Union with this information on July 10, 2010.

Analysis

As already noted, Respondent has admitted that the Local Union made the information requests
on the dates alleged and that it ultimately furnished the Local Union with the requested

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5 information. However, the government asserts that Respondent failed to supply the information sufficiently promptly to satisfy its duty under the Act.

10 In one instance, the interval between the date of the request, May 17, 2010 and the date Respondent supplied the information, June 14, 2010, was slightly less than one month. In the other instance, the interval was 22 days, slightly more than 3 weeks. I must determine whether these intervals were so long that they constituted a breach of Respondent's duty to provide information.

15 An employer's duty to furnish information requested by a union representing its employees extends only to information that is relevant to that union's performance of its duties and necessary for that purpose. Thus, an employer has no duty to furnish information which is irrelevant or not needed by the union.

20 In the present case, Respondent has denied the relevance of the information requested information. I conclude that, with the exception of the telephone and email records, the requested information is relevant to the Union's performance of its representation function and necessary for that purpose.

25 The Board uses a broad, discovery-type standard in determining relevance in information requests. Under that standard, even potential or probable relevance is sufficient to give rise to an employer's obligation to provide information. See *Postal Service*, 332 NLRB 635 (2000). The Board has observed that the burden of establishing relevance is "not exceptionally heavy." *Caldwell Mfg. Co.*, 346 NLRB 1159 (2006).

30 The Board often has held that requested information concerning the terms and conditions of employment of bargaining unit members enjoys a presumption of relevance. However, when a union seeks information about matters outside the bargaining unit, the union is required to make a showing of relevance and necessity. See *Tri-State Generation & Transmission Assn.*, 332 NLRB 910 (2000), citing *Public Service Electric & Gas Co.*, 323 NLRB 1182, 1186 (1997), *enfd.* 157 F.3d 222 (3d Cir. 1998).

35 In the present case, almost all of the information sought concerns terms and conditions of employment within the bargaining unit. The Board certainly presumes relevant records documenting the time worked by a bargaining unit member, documents which in this instance are called clock rings.

40 Likewise, records, such as the Form 3602-C sheets, which identify which employee performed a task which is bargaining unit work, enjoy a presumption of relevance.

45 However, on the present record, I cannot conclude that the requested records showing telephone calls made by members of management have such a direct connection to bargaining unit work that they would enjoy such a presumption. Accordingly, the Union must establish the relevance and necessity of such information. Similarly, I conclude that the Union must

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5 show the relevance and necessity of the requested records documenting email messages sent or received by management.

10 Very little information may be gleaned from a telephone call record, which would indicate only who called whom and when. There is no way to tell from such a document whether the subject of the call concerned bargaining unit employees, the weather, a recent baseball game, or some other matter. The Union has not carried its burden of showing that these documents are necessary for it to perform its representation function or, indeed, that they have relevance to that function.

15 The requested email records presumably do show, on their face, whether the subject pertained to the bargaining unit. However, whether a particular email might concern the particular issue being investigated, an issue relating to whether Respondent had violated the collective-bargaining agreement, seemingly would be a matter of chance. Again, the Union has not shown the relevance and necessity of this information.

20 In sum, I find that the Respondent had a duty to provide the Union with the requested Form 3602-C documents and with the requested clock rings, but did not have a duty to provide the telephone call and email records.

25 Because Respondent ultimately did provide these records, I must determine whether the nearly one month delay in one instance, and the three week delay in the other instance, breached the Respondent's duty to act with reasonable promptness.

30 In determining whether an employer has unlawfully delayed responding to an information request, the Board considers the totality of the circumstances surrounding the incident. "Indeed, it is well established that the duty to furnish requested information cannot be defined in terms of a per se rule. What is required is a reasonable good faith effort to respond to the request as promptly as circumstances allow." *Good Life Beverage Co.*, 312 NLRB 1060, 1062 fn. 9 (1993). In evaluating the promptness of the response, "the Board will consider the complexity and extent of information sought, its availability and the difficulty in retrieving the information." *Samaritan Medical Center*, 319 NLRB 392, 398 (1995); *West Penn Power Co.*, 339 NLRB 585 (2003).

40 Here, the Union sought copies of the standard forms routinely used by Respondent in supervising and managing bargaining unit work. A Form 3602-C document typically consists of one page. Respondent would have little difficulty retrieving this standard business record and it would not take long to do so.

45 The clock rings also are standard time and attendance documents which Respondent relies upon to manage the bargaining unit work and to calculate the compensation of bargaining unit members. Because they are computer records, they would be even easier to access than the Form 3602-C documents. Moreover, the information sought was not particularly extensive and would not have entailed a significant burden.

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Respondent argues that the time periods between the request and the furnishing of records were actually shorter than those alleged because of intervening holidays and weekends. Even taking that argument into account, the record does not reveal any reason why it should have taken so long for Respondent to collect and furnish to the Union the documents in question. Respondent has not proven any extenuating circumstance or other legitimate reason for the delay.

Respondent further argues that the Union made the request in bad faith. However, the record does not support this argument. Certainly, the Union's request for the specific records and for a specific purpose - determining whether certain provisions of the collective-bargaining agreement had been violated - does not suggest any such bad faith. Rather, the Union simply appears to have been doing its job as bargaining unit representative.

Respondent argues that the requested information would be used by the Union steward to support grievances which were contrary to agreements by higher-level managers and Union officials. Even were I to accept that as the case, Respondent has not established that there was no proper reason at all for the Union's requests, and the information sought enjoys a presumption of relevance which Respondent has not rebutted.

Accordingly, I conclude that Respondent delayed unduly in furnishing the requested clock rings and Form 3602-C documents, and recommend that the Board find that it thereby violated Section 8(a)(5) and (1) of the Act.

When the transcript of this proceeding has been prepared, I will issue a Certification which attaches as an appendix the portion of the transcript reporting this bench decision. This Certification also will include provisions relating to the Findings of Fact, Conclusions of Law, Remedy, Order and Notice. When that Certification is served upon the parties, the time period for filing an appeal will begin to run.

APPENDIX B

NOTICE TO EMPLOYEES

**Posted By Order of the
National Labor Relations Board
An Agency of the United States Government**

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

FEDERAL LAW GIVES YOU THE RIGHT TO

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

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of these rights, guaranteed to them by Section 7 of the National Labor Relations Act.

WE WILL NOT refuse or fail to provide to the Union, the American Postal Workers Union, AFL-CIO and its Local 537, in a timely manner, and without undue delay, relevant information requested by the Union which is necessary for the Union to perform its duties as the exclusive bargaining representative of a unit of our employees.

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

WE WILL furnish to the Union, in a timely manner and without undue delay, relevant information requested by the Union which is necessary for the Union to perform its duties as the exclusive bargaining representative of a unit of our employees.

UNITED STATES POSTAL SERVICE
(Employer)

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

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

Harris Tower, Suite 1000, 233 Peachtree Street N.E., Atlanta, GA 30303-1531
(404) 331-2896, Hours: 8:00 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (205) 933-3013