

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

U.S. FOODSERVICE, INC.

and

Case No. 12-CA-26791

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 79

Thomas Brudney, Esq., Counsel for the General Counsel.
Mark Stuble, Esq. and *James Fowles III, Esq.*, (Ogletree, Deakins, Nash, Smoak & Stewart, P.C.), Counsel for the Respondent.

DECISION

Statement of the Case

Joel P. Biblowitz, Administrative Law Judge: This case was heard by me on April 7, 2011 in Tampa, Florida. The Complaint herein, which issued on October 25, 2010¹ was based upon an unfair labor practice charge and an amended charge that were filed on July 13 and September 27 by International Brotherhood of Teamsters, Local 79, herein called the Union. The Complaint alleges that U.S. Foodservice, Inc., herein called the Respondent, by Bob Blyth, its vice president of labor relations, and Frank Gillar, its procurement manager, supervisors and agents of the Respondent within the meaning of Sections 2(11) and 2(13) of the Act, threatened employees that it would be futile for them to select the Union as their bargaining representative and threatened them with loss of their jobs if they selected the Union as their bargaining representative, and directed employees not to meet with, or speak to, Union supporters in violation of Section 8(a)(1) of the Act.

I. Jurisdiction and Labor Organization Status

Respondent admits, and I find, that it has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act, and that the Union has been a labor organization within the meaning of Section 2(5) of the Act.

II. The Facts

The Complaint alleges that the Section 8(a)(1) violations were committed by Blyth, Respondents Vice President of Labor Relations, and Gillar, Respondent's Procurement Manager. Respondent, in addition to defending that Blyth and Gillar never made the statements attributed to them in the Complaint, defends that although both are supervisors and agents within the meaning of Section 2(11) and Section 2(13) of the Act, it denies that Gillar "was a Section 2(11) supervisor for any employee in the warehouse or that he acted as an agent of the company in any alleged discussions with warehouse employees."

The Union filed a Petition to represent Respondent's warehouse employees on May 21. A hearing was held and a Decision and Direction of Election issued on July 2. No election has

¹ Unless indicated otherwise, all dates referred to herein relate to the year 2010.

been held because it was blocked by the unfair labor practice charge being litigated herein.

The Respondent posted notices throughout the warehouse at its facility stating:

5 Employee Meetings
 Thursday June 10th
 ALL EMPLOYEES
 PLEASE ATTEND ONE OF THESE MEETINGS
 2:00 PM -3:00 PM
 10 3:00 PM -4:00 PM
 5:00 PM - 6:00 PM

15 Blyth spoke at these meetings together with a Power Point presentation. He also had prepared speaker notes to assist him, as well as some items that he exhibited to those present, and at the conclusion of the presentation, he answered questions from the employees in attendance. The sole witness of Counsel for the General Counsel regarding this meeting was Arturo Montero Iglesias, who has been employed by the Respondent for eighteen years, presently as a forklift operator on the day shift, and is a member of the Union’s organizing committee. He testified that he attended a meeting with about forty individuals, mainly employees, but supervisors and managerial employees as well. Blyth spoke at the meeting together with a Power Point presentation. He spoke of the Union’s campaign and said “...that the Company was not going to bargain, they will not agree with anything...” He said that the employees would be better off putting their money in a retirement or a 401(K) fund rather than throwing it “away to the Union.” Blyth said that anything that the Union asked for, the company response would be no. He also said that if they joined the Union, the Respondent would lose customers, especially hospitals, and people would lose their jobs, and that if the Union got in to the facility, he had the power to close it and move it elsewhere: “That’s a possibility. We can do that.” Montero’s affidavit to the Board states that Blyth said that the company “would move its facility and rehire completely new employees to avoid the Union.” On cross examination² he testified that Blyth did not say that the Respondent would bargain in good faith with the Union, but he did say that as a result of bargaining, wages could go up, down, or remain the same.

35 Counsel for the Respondent called five employee witnesses to testifying about these meetings, as well as Blyth, William Beedie, Respondent’s Division President at the facility, and Todd Ziegler, Vice President of Operations. Lemuel Borden, who has been employed by the Respondent at the facility for ten years, presently in the warehouse on the night shift, attended a meeting with Blyth speaking at about 6:00 or 7:00 P.M. He testified that Blyth never said that the company would not bargain in good faith with the Union, never said that they would close the facility if the Union was elected to represent them, and he did not take anything that Blyth said as threatening. In addition, Blyth showed some slides, but Borden could not recollect much about them. Paul Aschman, who has been employed by the Respondent for twenty years as a cooler receiver lead man, testified that he attended the first meeting of the morning and at that meeting, Blyth never said that the company would not bargain in good faith with the Union, that if the Union came in the Respondent would close the facility, or that the employees would be terminated if the Union was elected. He testified that he did not feel threatened by any of Blyth’s comments at the meeting. Steven Fitzgerald, who has been employed by the Respondent as a warehouseman for twenty two years, testified that Blyth told the employees that the purpose of

50 ² Although Montero spoke English well, he testified that he is more comfortable with Spanish and that there are some English words that he doesn’t understand and is not familiar with and, in those situations, he asks about them.

the meeting was “to give a corporate level view of what could possibly happen with the Union.” Blyth said that the company would bargain in good faith with the Union and that as a result of bargaining, benefits could get better, worse, or stay the same. He never said that the Respondent would close the facility if the Union won the election or that the employees would be terminated if the Union won the election. Carl Lake, who has been employed by the Respondent for sixteen years, presently as a slot clerk at the facility, attended the second meeting and testified that Blyth explained the voting process and how collective bargaining worked: “He said that we could either gain, we could lose, or stay the same.” He did not say that the company would not bargain in good faith, nor did he say that the company would close or that employees would be terminated if the Union was voted in. Tim Watson, employed by the Respondent for six years as a receiving clerk on the day shift, attended the second meeting. He testified that Blyth’s tone at the meeting was “Very professional. Very matter of fact” and he told those present that bargaining in good faith means an effort on each parties’ part to reach an agreement and he said that if the Union won the company would bargain in good faith. He never threatened to close the facility, or terminate the employees, if the Union won the election. He testified further that Blyth did not say that if the Union won the election the company would lose some customers; he did say that there would probably be some customers who were unhappy with them, but there would also be some customers who would be happy that they were a union shop. He recalls Blyth showing them a slide that states: “Lockouts are a tool used by companies- no history of that at USF, but it’s been the topic of recent discussions,” and he felt that this was “pretty harsh.” He also remembers a slide that said that if the Union went on strike, the company had the right to permanently replace the striking employees and they would go on a preferred recall list, and he understood that to mean that he would be recalled when a position became available.

Beedie testified that Blyth conducted the meetings with a Power Point (or slide) presentation, together with prepared talking points as well as documents that he showed to those present, and at the conclusion of the meetings, he answered questions from the employees. At these meetings, all of which Beedie attended, Blyth never said that if the Union were elected, the company would not bargain in good faith with the Union, nor did he say that the company would move or shut down if the Union were elected; he said that nobody could predict the outcome of negotiations. Benefits could go up, down or remain the same.

Blyth testified that one portion of the Power Point presentation, under “Facts” states: “Other than the chance to ask, you get nothing unless the company gives it to you.” In addition, as part of the talking points accompanying these slides, he stated: “Note that this does not mean that you have to agree to anything” and “The next statement is a bit in your face but it’s completely accurate and intentional: Other than what’s legally required- FICA, UIB, workers comp- that’s the case now and that’s the case if the union gets in here.” The slide presentation lists five categories under risks of collective bargaining process- customer service issues, loss of business, strikes, lockouts and permanent replacements, and he read the talking points accompanying this slide, saying, “If you go on strike, the company has the legal right to replace you- permanently. When the strike ends, you don’t go back to work; you go on a preferred recall list and will wait for a vacancy to occur so you can come back to work.” In addition, Blyth displayed certain documents, including contracts that the Respondent had with other Teamster locals, the Form LM-2 filed by the Union on February 10, and a leaflet distributed by the union representing certain of the Respondent’s employees. This leaflet, referring to “Bad Food Suppliers” was distributed to customers of a diner that was a customer of the Respondent in the Philadelphia area. Blyth was asked by counsel for the Respondent if he said at these meetings that if the Union was elected at the facility, the company would reject any proposal made by the Union. He answered: “We made reference to the position that we would not accept or agree to proposals that would negatively impact the operation, make us uncompetitive, hurt our

customers...” He also testified that he never mentioned any facility of the Respondent that was closed because of a union.

5 The remaining allegation refers to a one-on-one conversation between Gillar and employee Homer Negron in the employees’ break room on about June 28. Prior to that date, Ken Hendricks, an employee of the Respondent from its Swedesboro, New Jersey location came to the facility to assist the Union in its attempt to organize the employees at the facility. The Respondent allowed him to remain outside the facility with the ability to go inside to use the restroom or get refreshments with prior notice to management. Hendricks spent most of his time 10 on the balcony, outside of, and adjacent to the employees’ break room. Although it is adjacent to the break room, it is not directly accessible from the break room or visible through the window in the break room. Negron, employed at the facility as a slot clerk, testified that he usually has his lunch in the employees’ break room and frequently with Gillar. During these lunches they watch television and discuss work related issues. During late June, Negron saw Hendricks 15 speaking to other employees while on the balcony at the facility and on about June 28, while having lunch with Gillar, he asked Gillar: “Is that guy still out there?” and Gillar said, “That guy is still out there and that’s exactly where he should stay.” Negron said that he wanted to talk to him, and Gillar said, “Homer, don’t cross that gray line.” Negron paused, and walked out of the room. Sometime after that discussion Negron went to speak to Hendricks.

20 Gillar testified that he normally has his lunch “with the hourly guys in their break room.” He could have lunch in the “executive break room,” but he does not want to talk business during lunch, so he uses the employee break room where he can watch television and talk about sports. He never initiated conversations about the Union, but, on one occasion, Negron did, 25 asking Gillar what he thought of the Union. Gillar told him to do his own research, read the postings and listen to what people are saying. On one occasion, Gillar looked out the window and saw Hendricks wearing a “leatherish type hat” and said, to no one in particular, “Wow, with a hat like that, I don’t know how well it’s going to fly down here.”

30 The Respondent has a number of defenses to this allegation, initially denying that Gillar made the alleged statement. Even if he did make the statement, Respondent defends that although Gillar is a supervisor and agent for the Respondent, his responsibilities are totally unrelated to Negron’s job, so that Respondent should not be liable for the statement. Finally, Respondent urges that the statement was *de minimis* especially since Negron went to speak to 35 Hendricks after this conversation with Gillar.

40 As stated above, Beedie, the Division President, is in overall charge of the facility. Below him, and reporting directly to him, is Gil Smith, senior vice president and general manager, who is responsible for purchasing, sales and marketing. Below him, and reporting to him, are three vice presidents, including Dolly Frey, vice president of procurement, who Gillar, the procurement manager or category manager, reports to. Also reporting directly to Beedie, is the vice president for finance, the vice president for human resources, and Todd Ziegler, the vice president of operations and the overall supervisor of the warehouse and Negron. The procurement department is responsible for purchasing and overseeing the products that they purchase and 45 later sell to its customers. None of the employees who are employed in the procurement department are included that the petitioned for unit herein. The petitioned for unit includes the employees in the operations department supervised, overall, by Ziegler.

50 Negron testified that a couple of times a month, Gillar would come into the warehouse and tell him to “reclass” some item or items. Reclass is when an item, such as chicken, is close to its expiration date, the employees will reclass it from the cooler to the freezer, giving it a longer shelf life. He always does what Gillar tells him to do because, if he refused, he could be

disciplined. In addition, Gillar has asked him to unpack grouper and bring it to him to be weighed. Other buyers, not supervisors, have also asked him to do reclasses and unpacking.

5 Carl Lake, who has been employed by the Respondent for sixteen years, presently as a slot clerk/leadman, testified that Gillar has asked his assistance in checking product code dates or quality issues when the product is out of his reach or vision. On those occasions, Lake used a forklift and brought the item to the floor for Gillar to view. He testified that he does not take instructions from Gillar and if Gillar told him to do something that he felt was inappropriate, he would first discuss it with his supervisors.

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Beedie testified that Gillar oversees the inventory in the warehouse, including the cooler, freezer and the warehouse; he has two buyers who report to him. Ziegler testified that Gillar walks through the warehouse while checking on code dates and manufacturing dates of his products, but he cannot direct the work of hourly warehouse employees. Even if he wanted a warehouse employee to do a reclass, he would have to make the request through a warehouse manager or supervisor.

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Gillar testified about his job:

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I'm responsible for looking at markets, making decisions on when to buy, how much to buy, what price to pay...I need to make sure that I am buying at the right time, buying the right amount, paying the right amount for the product, that's it.

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He goes into the warehouse, primarily, to check product dates, and will usually ask one of the warehouse supervisors to check for him. If a supervisor was not available he would check for himself. If the product was located on a high slot, he would ask a forklift driver "if he could do me a favor" and set the product down for him so that he could check the product date. As far as reclass items, if an item is nearing its expiration date, they would request that the item be moved from the cooler to the freezer:

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Every Wednesday there is a list of products brought to us, I think the slotting clerk now is Homer Negrón, and he would bring us a list of products and say...here are the dates, here are the products...what do you want me to do? And I would say, well, it's close, freeze it. Or it's too close, throw it away.

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There are also occasions when he would ask Negrón to "do me a favor and see if you can check this when you get some time today." He is not responsible for the performance of any of the warehouse employees and, other than the products that he purchases, he is not responsible for anything in the warehouse, and has no supervisory authority over the warehouse employees.

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III. Analysis

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The initial allegation involves the statements made, and the slides showed, by Blyth at the June 10 meetings. There is a clear credibility issue between what Montero testified that Blyth said, and what all the other witnesses (including Blyth) who testified about the meeting testified that he said. I discredit the testimony of Montero on this subject, not simply because of all the witnesses, especially the employees, who testified that Blyth did not make the statements that Montero attributes to him, but also because of an inconsistency in Montero's testimony.

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While testifying that Blyth said that the company would not bargain with the Union and would say no to every Union demand, he also testified that Blyth said that as a result of bargaining, wages could go up, down, or remain the same. It appears to me that if the company said no to

every Union demand, wages could only go down or remain the same, they could not go up. I therefore find that at these meetings, Blyth did not say that the company would not bargain with the Union, and would say no to every Union demand. Counsel for the General Counsel also alleges that certain of the Power Point and talking point statements at these meetings violate the Act, more particularly, “all you get is the chance to ask, you get nothing unless the company gives it to you,” the “in your face” statement that “Other than what’s legally required- FICA, UIB, workers comp- that’s the case now and that’s the case if a union gets in here.” Counsel for the General Counsel also alleges as violations the “risks” of collective bargaining, the reference to lockouts, and the statement regarding the right to permanently replace strikers. Counsel for the Respondent defends that all these statements come within the protection of Section 8(c) of the Act.

Although some of Blyth’s presentation was pretty harsh, as Watson testified, I find that the overall tenor of the total presentation did not constitute a threat of the futility of selecting the Union, as alleged by Counsel for the General Counsel. The evidence establishes that in addition to the Power Point presentation and the talking points, Blyth told the employees that if the Union was elected as their bargaining representative, the company would bargain in good faith with the Union, and that after bargaining, their benefits could go up, down, or remain the same. In *Visador Co.*, 245 NLRB 508, at 509 (1979), the Board stated: “Respondent’s message to the employees was that Union representation would not guarantee higher wages or benefits and that Respondent’s bargaining position would be to pay wages and benefits competitive to those in the area. Neither of these latter statements may be deemed to be unlawful.” I therefore recommend that this allegation be dismissed. *J.P. Stevens & Co., Inc.* 268 NLRB 11 (1983).

Counsel for the General Counsel further alleges that other parts of Blyth’s presentation violated Section 8(a)(1) as a threat of the loss of employment should the employees choose the Union as their bargaining representative. This relates to the slide category of Risks- customer service issues, loss of business, strikes, lockouts, and permanent replacements. The talking points on these subjects include that some customers get very nervous when a supplier is being organized and worry about an interruption in service, while competitors see it as an opportunity to get their business. Strikes happen and lockouts are a tool used by companies. Although there is “no history of that at USF...it’s been the topic of recent discussions.” And, about strikes, “If you go on strike the company has the legal right to replace you- permanently. When the strike ends, you don’t go back to work; you go on a preferred recall list and will wait for a vacancy to occur so you can come back to work.” Cumulatively, these statements are alleged to unlawfully threaten the employees with the loss of their employment should they choose the Union as their collective bargaining agent. The lead case on this subject, and others, is *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618 (1969), where the Court stated:

An employer is free to communicate to his employees any of his general views about unionism or any of his specific views about a particular union, so long as the communications do not contain a “threat of reprisal or force or promise of benefit.” He may even make a prediction as to the precise effects he believes unionization will have on his company. In such a case, however, the prediction must be carefully phrased on the basis of objective fact to convey an employer’s belief as to demonstrably probable consequences beyond his control...If there is any implication that an employer may or may not take action solely on his own initiative for reasons unrelated to economic necessities, and known only to him, the statement is no longer a reasonable prediction based on available facts, but a threat of retaliation based on misrepresentation and coercion, and as such without the protection of the First Amendment.

I find that Blyth’s presentation, including the slide show, the accompanying talking points, and the displayed documents complied with the restrictions set forth in *Gissel*, and that the Respondent has satisfied its burden of establishing that the predictions referred to at the meeting were based upon objective fact. *Schaumburg Hyundai, Inc.*, 318 NLRB 449, 450 (1995). He spoke about these facts, and never indicated that the Respondent would do anything that would curtail the employees’ protected rights; although he did tell the employees that the company would not agree to any proposal that would make them noncompetitive, which is a lawful statement, and was probably obvious to the employees as well. I therefore recommend that the Complaint allegations regarding the statements made by Blyth at these meetings be dismissed. *Long-Airdox Company*, 277 NLRB 1157 (1985); *Tellepsen Pipeline Services Company*, 335 NLRB 1232, 1233 (2001).

The remaining allegation is the statement allegedly made by Gillar to Negrón in the break room on June 28. In this situation I found the testimony of Negrón to be credible and believable and credit his testimony over that of Gillar. I therefore find that after Negrón asked if Hendricks was still on the balcony, Gillar said that he was “and that’s exactly where he should stay.” When Negrón expressed an interest in speaking to him, Gillar told him, “Homer, don’t cross that gray line.” I find no ambiguity in this statement. As it was preceded by Gillar telling Negrón that Hendricks was outside and that is where he should stay, there could be no doubt in Gillar’s meaning when he told Negrón not to cross “that gray line;” he obviously meant, don’t go outside to talk to him. As this could reasonably restrain Negrón in the exercise of his Section 7 rights, it violates Section 8(a)(1) of the Act. *Dial One Hoosier Heating & Air Conditioning Co.*, 351 NLRB 776, 787 (2007). Respondent defends that although Gillar is a supervisor within the meaning of Section 2(11) of the Act and an agent within the meaning of Section 2(13) of the Act, it should not be responsible for any statement that Gillar made to warehouse employees because he has no authority over the warehouse employees; his only authority is in the procurement department, which is separate physically and functionally from the warehouse.

In *NLRB v. Schroeder*, 726 F.2d 967 (3d Cir. 1984), the Board found that certain threatening remarks by a crew leader/supervisor violated Section 8(a)(1) of the Act. The Court declined enforcement, adopting “a rebuttable presumption approach,” stating: “Under such an approach, a finding of supervisory status creates a presumption of agency that the employer may rebut by showing that, despite this status, the employee lacked reason to believe the supervisor spoke on behalf of management.” However, the Board has never accepted this reasoning and said so in *Ideal Elevator Corp.*, 295 NLRB 347, fn.2 (1989):

Further, we find it unnecessary to rely on the judge’s “rebuttable presumption” analysis to conclude the statements made by Supervisors Trickett and Ahern were attributable to the Respondent. We note that, on remand, the Board applied the analysis set forth by the Third Circuit in *NLRB v. Schroeder*...to determine an employer’s responsibility for statements made by supervisors, as the law of the case in *National Apartment Leasing Co.*, 272 NLRB 1097 (1984). In this regard, the Board continues to hold that under Section 2(13) of the Act “an employer is bound by the acts and statements of its supervisors whether specifically authorized or not.” Accordingly, we conclude that the Respondent is liable for the statements of Supervisors Ahern and Trickett.

I would add that even under the “rebuttable presumption” analysis of the Third Circuit, I would find the Respondent liable for Gillar’s statement as he, at times, requested Negrón and other warehouse employees to perform certain work, and there is no evidence that these requests were ever refused. Furthermore, this proposed analysis could allow an unscrupulous employer to evade the law by having its supervisors and agents in one portion of its operation threaten

employees in another area of its operation. I therefore find that Gillar’s statement to Negron on about June 28 violated Section 8(a)(1) of the Act.

Conclusions of Law

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

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

3. The Respondent violated Section 8(a)(1) of the Act by directing an employee not to meet with, or speak to, a Union supporter.

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4. The Respondent did not violate the Act as further alleged in the Complaint.

The Remedy

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Having found that the Respondent unlawfully told an employee not to meet with, or speak to, a Union supporter, I recommend that the Respondent be ordered to cease and desist therefrom, and to take certain affirmative action designed to effectuate the policies of the Act, posting of a notice to that effect to its employees.

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

ORDER³

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The Respondent, U.S. Foodservice, Inc., its officers, agents, successors and assigns, shall

1. Cease and desist from

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(a) Directing employees not to meet with, or talk to, Union supporters.

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

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

(a) Within 14 days after service by the Region, post at its facility in Tampa, Florida,

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³ If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

copies of the attached notice marked “Appendix.”⁴ Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent’s authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted.

5 Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since
10 June 28, 2010.

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

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IT IS FURTHER ORDERED that the Complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C., June 8, 2011

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Joel P. Biblowitz
Administrative Law Judge

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⁴ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading “Posted by Order of the National Labor Relations Board” shall read “Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

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APPENDIX

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

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain 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 tell you that you should not meet with, or talk to, people who support International Brotherhood of Teamsters, Local 79, or any other labor organization.

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

U.S. FOODSERVICE, INC.
(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.nlrb.gov.

201 East Kennedy Boulevard, South Trust Plaza, Suite 530
Tampa, Florida 33602-5824
Hours: 8 a.m. to 4:30 p.m.
813-228-2641.

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, 813-228-2662.