UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SAN FRANCISCO DIVISION OF JUDGES

A.W. FARRELL & SON, INC.

and **Cases 28-CA-023502**
28-CA-060627
28-CA-062301

UNITED UNION OF ROOFERS, WATERPROOFERS, AND ALLIED WORKERS, LOCAL 162

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, AFL-CIO, LOCAL UNION NO. 88
Party-in-Interest

Pablo A. Godoy, Atty., Las Vegas, Nevada for General Counsel.
David Rosenfeld and Manuel Boigues, Attys., Weinberg, Roger & Rosenfeld, for Charging Party.
Julie Pace and Heidi Nunn-Gilman, Attys., The Cavanaugh Law Firm, Phoenix, Arizona, for Respondent.

DECISION

I. STATEMENT OF THE CASE

LANA H. PARKE, Administrative Law Judge. Pursuant to unfair labor practice charges filed by United Union of Roofers, Waterproofers, and Allied Workers, Local 162 (the Union), the Regional Director of Region 28 of the National Labor Relations Board (Region 28 and the Board, respectively) issued Second Consolidated Complaint and Notice of Hearing (complaint) dated September 28, 2011.[1] The complaint alleges that A.W. Farrell & Son, Inc. (Respondent) violated Sections 8(a) (1) and (5) of the National Labor Relations Act (the Act).[2] The complaint further names Sheet Metal Workers International Association, AFL-CIO, Local Union No. 88 (Sheet Metal Workers) is a party in interest. This case was tried in Las Vegas, Nevada on October 24 and 25.

II. Issues

A. Was the collective bargaining relationship between Respondent and the Union one permitted under Section 8(f) of the Act or one covered by 9(a) of the Act.

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[1] All dates herein are 2011 unless otherwise specified.
[2] At the hearing, Counsel for the General Counsel amended paragraph 5(d) to substitute the date of June 27 for June 29 and the name Progressive Roofing with "Respondent," further amending ensuing complaint paragraphs to comport with that change.

B. Did Respondent violate Section 8(a)(1) and (5) of the Act by the following conduct:

1. Repudiating the terms of its collective-bargaining agreement with the Union.
2. Withdrawing recognition of the Union as the exclusive collective-bargaining representative of the unit employees described hereafter, and since then failing and refusing to recognize and bargain with the Union.
3. Refusing to furnish the Union with requested information necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit employees.
4. Delaying in furnishing the Union with requested information, i.e., the names of workers involved in the projects described above.
5. Maintaining an overly broad limitation on the use of the information furnished to the Union by requiring the written consent of its attorney to "copy, release, or distribute" the information it furnished to the Union.

III. JURISDICTION

At all material times Respondent, a New York corporation, with an office and place of business in Las Vegas, Nevada (Respondent's facility), has been engaged in business as a commercial roofing contractor in the building and construction industry. During the 12-month period ending May 10, Respondent, in conducting its business operations, performed services valued in excess of $50,000 in states other than the State of Nevada. Respondent admits, and I find, that at all material times Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and the Union has been a labor organization within the meaning of Section 2(5) of the Act.

IV. STATEMENT OF FACTS

On the entire record,[3] including my observation of the demeanor of witnesses, and after considering the briefs filed by General Counsel and Respondent, I find the following events occurred in the circumstances described below during the period relevant to these proceedings. Unless otherwise explained, findings of fact herein are based on party admissions, stipulations, and uncontroverted testimony.

The following individuals in the following positions are Respondent's supervisors/managers germane to the issues herein:

William Farrell (Farrell)	-	Owner
Wade Landrum (Landrum)	-	Branch Manager

On about June 25, 2007, Respondent purchased assets of Progressive Roofing, Inc. (Progressive Roofing), a company performing construction work in Las Vegas, Nevada, and thereafter operated the business in basically unchanged form, employing as a majority of its

[3] Post hearing, the parties jointly sought to supplement the evidentiary record with a letter from counsel for the Charging Party to counsel for Respondent, dated September 29, 2011, which responds to Respondent's September 14, 2011 letter previously marked for identification as Joint Exhibit 11. The letter from counsel for the Charging Party to counsel for Respondent dated September 29, 2011 was added to the record as Joint Exhibit 13.

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employees, individuals who were previously employees of Progressive Roofing. On June 27, 2007, Farrell, on behalf of Respondent, entered into a collective bargaining agreement with the Union to cover a unit of those employees who had formerly been employed by Progressive Roofing. The collective-bargaining agreement had a term of August 1, 2005 through July 31, 2007, only a few days of which remained when Farrell signed the agreement (the 2005-2007 agreement). The 2005-2007 agreement covered the following employees of Respondent, which employees constituted, and continue to constitute, a unit appropriate for the purposes of collective-bargaining within the meaning of Section 9(b) of the Act (the unit):

> All regular full-time and part-time skilled roofer and damp and waterproof workers, including apprentices, pre-apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work, excluding managers, guards and supervisors as defined in the Act.

The recognition clause of the 2005-2007 agreement (the 2005-2007 recognition clause) read in pertinent part as follows:

> A.W. FARRELL & SON...hereby voluntarily recognizes [the Union] as the majority collective bargaining representative of all employees employed by said Contractor performing work covered by this agreement and agrees that the Union has demonstrated or it has offered to demonstrate that it is the majority representative of such employees in an appropriate collective bargaining unit after having made such a demand. By executing this agreement A.W. FARRELL & SON specifically agrees that it is establishing a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended based upon its majority representation status as described above.

Later in 2007, Farrell, on behalf of Respondent, entered into a collective bargaining agreement with the Union to succeed the 2005-2007 agreement. The successor agreement had a term of August 1, 2007 through July 31, 2010 (the 2007-2010 agreement). The recognition clause of the 2007-2010 agreement (the 2007-2010 recognition clause) was essentially identical to that of the 2005-2007 recognition clause. Following Farrell's execution of the 2007-2010 agreement, Respondent implemented and adhered to its terms and conditions as to all unit employees.

In 2010, Respondent, for bargaining convenience, met jointly with the Union and several other contractors to negotiate the terms of a collective bargaining contract to succeed the 2007-2010 agreement (the convenience bargaining). Paul McKellar (McKellar), a representative of one of the contractors served as spokesperson for the group. Each contractor had the option of deciding on an individual basis whether to execute any agreement resulting from the convenience bargaining. Landrum attended all negotiating sessions as Respondent's bargaining representative.

Landrum told union representatives that Farrell had to approve any final agreement. By email dated August 4, 2010, Landrum informed McKellar:

> Please be aware that no signatory contractor speaks on behalf of AW Farrell and that...I have no authority to sign a new contract. Once the proposed contract is presented for review it will go to the corporate office for consideration.

On August 17, 2010, the convenience bargaining resulted in a successor agreement to the 2007-2010 agreement, the terms of the successor agreement were to run September 1, 2010 through July 31, 2012 (the 2010-2012 agreement). Each of the convenience bargaining contractors except Respondent thereafter executed the 2010-2012 agreement. Landrum told union representatives he would forward the terms of the proposed successor agreement to Farrell, and, if Farrell approved it, Landrum would sign it. Farrell did not approve the successor agreement.

In the following months, union business manager Modesto Gaxiola (Gaxiola) contacted Farrell about signing the 2010-2012 agreement. Farrell told Gaxiola Respondent was having "issues" with the Sheet Metal Workers but once those issues were resolved, he would have Landrum contact Gaxiola. Respondent continued to operate under the terms of the expired 2007-2010 agreement.

Beginning in April, the following letter exchange, in pertinent part, took place between the parties:

Respondent to the Union, April 28: Respondent withdrew recognition of the Union as the exclusive collective bargaining representative of the Unit, stating: "[Respondent] has elected not to renew its collective bargaining agreement with [the Union] pursuant to Section 8(f)...and will terminate its relationship with [the Union]." Since then, Respondent has failed and refused to recognize and/or bargain with the Union.

The Union to Respondent, July 29: the Union requested Respondent to furnish the Union with the following information (July 29 information request):

> (1) ... up-to date list of all projects which your company has performed for the period July 1, 2009 to present, giving the location, the names of the workers involved and the dates of the project.
> ...
> (3) ... a list of all employees who work for your company within the bargaining unit for the period July 1, 2010 to present. For each employee give the dates of employment, rates of pay, classifications, last known addresses and phone numbers.

Respondent to the Union, August 10:

> With respect to the [July 29 information request], we do not see its relevance to collective bargaining and you did not explain the union's purported need for this information...Nevertheless, Farrell will entertain the request if you wish to set forth your rationale for the relevance of the information to collective bargaining.

The Union to Respondent, August 18: the Union asserted the information asked for in the July 29 information request was presumptively relevant, as it affected bargaining unit employees.

Respondent to the Union, September 14:

> Although you have declined to share information with us regarding the reasons and relevance of [the July 29 information request], we understand that the issue is that Local 162 believes that non-union labor may have been used to perform work.

> Although the Company has no duty to respond to Local 162's request for information because Local 162 no longer represents AW Farrell employees after the termination of the 8(f) agreement and there was never a 9(a) bargaining relationship, we are cooperating with Local 162 and enclosing a list of all non-supervisory employees who worked on projects for AW Farrell from July 1, 2009 to the present.

Respondent included a spreadsheet setting out the names, hire and termination dates, addresses, classifications, and rates of pay of employees who had worked for Respondent since July 1, 2009, i.e., some of the information the Union requested in item 1 of its July 29 information request and the information requested in item 3, excepting phone numbers. The spreadsheet contained the following restriction:

CONFIDENTIAL
Do not Copy, Release or Distribute Without
Written Consent of [Respondent's attorney]

The Union to Respondent, September 29:

> The Union needs to know the names of the projects and other information regarding the projects in order to determine whether the contract has been complied with. This will give us some idea as to where workers worked, how long they worked and whether appropriate pay and contributions were made.

Respondent failed to furnish the rest of the information requested in item 1 of the July 29 information request or retract the restrictions set forth on the September 14 spreadsheet.

V. Discussion

A. The Union's Representational Status

Section 8(f) permits unions and employers in the construction industry to enter into collective bargaining agreements without a union having to establish that it has the support of a majority of the employees in the covered unit.[4] Section 8(f) creates an exception to Section 9(a)'s general rule requiring a showing of majority employee support for the union.[5] An 8(f) collective-bargaining agreement is enforceable throughout its term,[6] and an employer violates

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[4] Sec. 8(f) of the Act provides, in pertinent part: "It shall not be an unfair labor practice under subsections (a) and (b) of this section for an employer engaged primarily in the building and construction industry to make an agreement covering employees engaged (or who, upon their employment, will be engaged) in the building and construction industry with a labor organization of which building and construction employees are members … because (1) the majority status of such labor organization has not been established under the provisions of [Sec.] 9 prior to the making of such agreement."

[5] Sec. 9(a) states, in pertinent part: "Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment…."

[6] *John Deklewa & Sons,* 282 NLRB 1375, FN 62 (1987), enfd. Sub nom. *Iron Workers Local 3 v. NLRB,* 843 F.2d 770 (3d Cir. 1988).

Section 8(a)(5) and (1) of the Act by failing to adhere to, or by repudiating an 8(f) agreement during its term.[7]

While an 8(f) relationship between an employer and a union may be terminated by either party upon the expiration of their collective-bargaining agreement,[8] a 9(a) relationship (and the concomitant obligation to bargain) continues after contract expiration, unless and until the union is shown to have lost majority support.[9]

Representation status under Section 9(a) may be achieved either through a Section 9 certification proceeding or "from voluntary recognition…where that recognition is based on a clear showing of majority support among the unit employees, e.g., a valid card majority."[10] A 9(a) relationship is established where "(1) the union requested recognition as the majority or 9(a) representative of the unit employees; (2) the employer recognized the union as the majority or 9(a) bargaining representative; and (3) the employer's recognition was based on the union's having shown, or having offered to show, evidence of its majority support."[11] In order to establish voluntary recognition, there must be evidence that "the union unequivocally demanded recognition as the employees' 9(a) representative" and that "the employer unequivocally accepted it as such."[12]

To establish voluntary recognition, the majority showing need not adhere to formal standards. See *Saylor's Inc.,* 338 NLRB 330, 334 (2002)[13] (9(a) relationship established by contract provision stating the employer recognized the union as the Section 9(a) representative based on the union's having shown evidence of majority support).

The Board has placed the burden of proving that a construction-industry relationship falls under Section 9(a) rather than under 8(f) on the party making that assertion.[14] In this case, Respondent contends that the 2005-2007 and 2007-2010 agreements were entered into under the auspices of Section 8(f). The General Counsel's position is that since 2007, Respondent has had a 9(a) relationship with the Union. The General Counsel, therefore, bears the burden of showing the existence of a 9(a) relationship between Respondent and the Union. In addressing its burden, the General Counsel adduced evidence of successive agreements—the 2005-2007 agreement and the 2007-2010 agreement—between Respondent and the Union. Each agreement contained language stating that Respondent "voluntarily recognize[d]" the Union as the collective bargaining representative of the unit pursuant to the Union's demonstration or offer to demonstrate that it was the majority representative of such employees. Both agreements specifically noted that Respondent had thereby established a Section 9(a) collective bargaining relationship with the Union "based upon its majority representation status."

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[7] *Horizon Group of New England*, 347 795 (2006); See also *Madison Industries, Inc.,* 349 NLRB No. 114, 2007. The same principles apply to a supplemental agreement in which an employer consents to be bound to a master agreement. *Cedar Valley Corp.,* 302 NLRB 823, 830 (1991).

[8] *Deklewa*, supra at 1386-1387

[9] *Levitz Furniture Co.,* 333 NLRB 717 (2001).

[10] *Deklewa, supra* at 1387, FN 53.

[11] *Staunton Fuel & Material,* 335 NLRB 717, 720 (2001).

[12] *J&R Tile* 291 NLRB 1034, 1036 (1988).

[13] Citing *Central Illinois Construction*, 335 NLRB 717 (2001); *Pontiac Ceiling & Partition Co.*, 337 NLRB 120 (2001); *Reichenbach Ceiling & Partition Co.*, 337 NLRB 125 (2001); and *Verkler, Inc.*, 337 NLRB 128 (2001)

[14] *Donaldson Traditional Interiors,* 345 NLRB 1298 (2005); *Deklewa*, supra at 1385, FN 41; see also *Madison Industries, Inc.*, supra.

In *Saylor's Inc.,* the employer and the union had entered into seriatim collective bargaining agreements, the recognition language of which stated the employer was satisfied that the union represented a majority of its unit employees and therefore voluntarily agreed to recognize the Union as the unit's exclusive bargaining representative. The employer specifically acknowledged its 9(a) relationship with the union. The Board concluded the contractual language established a 9(a) relationship between the contracting parties, and challenge to the union's 9(a) status occurring more than 6 months after the employer's grant of 9(a) status was untimely.

The clear intent of the 2005-2007 and 2007-2010 recognition clauses is no different than that evidenced by the contractual language in *Saylor's.* Under the *Saylor's* ruling, the General Counsel has met his burden of showing that commencing July 2007, the Union enjoyed a 9(a) relationship with Respondent as to unit employees. No evidence was presented that the Union at any time after July 2007 lost its majority employee support. Accordingly, since 2007, Respondent has had a 9(a) obligation to bargain with the Union, which obligation survived the expiration of the 2007-2010 agreement.

B. Repudiation of the Collective Bargaining Agreement and Withdrawal of Recognition

1. Repudiation

General Counsel contends Respondent unlawfully repudiated the terms of its collective-bargaining agreement upon withdrawing recognition from the Union. It is not entirely clear whether General Counsel is referring to the 2007-2010 agreement, the 2010-2012 agreement, or both. The complaint alleges Respondent repudiated the terms of the 2010-2012 agreement. General Counsel's post-hearing statement of issues asks: "Did Respondent violate Section 8(a)(1) and (5) by...refusing to following the terms of the 2007 Collective-Bargaining Agreement," while General Counsel's post-hearing sample notice refers to repudiation of the 2010-2012 agreement. I address both agreements.

The evidence, although cursory, is that Respondent continued to follow the terms of the 2007-2010 agreement even after withdrawing recognition from the Union. Insofar as Respondent's 2011 withdrawal of recognition can be said to repudiate the continuing bargaining obligations of the 2007-2010 agreement, then Respondent did repudiate those terms, but that issue is adequately covered in the withdrawal of recognition discussion and conclusion and need not be addressed here.

As to the 2010-2012 agreement reached in the course of convenience bargaining, it appears Landrum clearly and unambiguously notified the Union that only Farrell could agree to the final terms of the 2010-2012 agreement. Refusing to sign the 2010-2012 agreement or to abide by its terms is not, therefore, unlawful. See *Mid-Wilshire Health Care Center*, 337 NLRB 72, 80 (2001).

2. Withdrawal of recognition

On April 28, Respondent withdrew recognition of the Union as the exclusive collective bargaining representative of the unit, basing its entitlement to do so upon the parties' alleged

8(f) relationship. Since then, Respondent failed and refused to recognize and bargain with the Union. Having found the Union and Respondent at all material times enjoyed a 9(a) collective bargaining relationship, Respondent's withdrawal of recognition was unlawful and violated Section 8(a)(5) and (1).

C. Refusal to Furnish Information

An Employer has a duty to furnish to a union, on request, information that is relevant and necessary to perform its role as exclusive bargaining representative of unit employees. *Detroit Edison Co. v. NLRB,* 440 U.S. 301, 303 (1979). Respondent has stipulated that if Respondent and the Union are found to have had a Section 9(a) bargaining relationship, the list of projects sought by the Union in its July 29 information request is relevant. It follows that the concomitant information sought—project locations and dates and information about the workers involved in such projects—is also relevant. Respondent's failure to furnish all information requested in the July 29 information request violated Respondent's duty to bargain with the Union as enunciated in Section 8(a)(5).

An employer's unreasonable delay in furnishing relevant information also violates Section 8(a)(5). The Board considers the totality of circumstances surrounding a delay in furnishing information, assessing whether a reasonable good faith effort to respond to the request as promptly as circumstances allow by taking into account the complexity and extent of information sought, its availability and the difficulty in retrieving the information. *West Penn Power Co*., 339 NLRB 585, 587 (2003), enfd in pertinent part 349 F.3d 233 (4th Cir. 2005). Here, no evidence justifies Respondent's delay—from July 29 to September 14—in furnishing relevant information that must have been readily available. Rather, the delay appears related to Respondent's unlawful withdrawal of recognition. In these circumstances, the delay in furnishing all relevant information violates Section 8(a)(5) and (1).

D. Restrictions on Disclosure of Requested Information

General Counsel argues the limitations Respondent imposed on the Union's use of the furnished information are unreasonable and overly broad. Respondent does not address this issue, resting its defense on the assertion that only a 9(f) relationship existed between the parties, precluding any obligation to furnish the requested information.

As required under *Detroit Edison v. NLRB*, 440 U.S. 301 (1979), the Board balances a union's need for the information against any "legitimate and substantial" confidentiality interest. The Board established a determinant test in *Pennsylvania Power Co.*, 301 NLRB 1104, 1105-1106 (1991):

> The party asserting confidentiality has the burden of proof. Legitimate and substantial confidentiality and privacy claims will be upheld, but blanket claims of confidentiality will not. Further, a party refusing to supply information on confidentiality grounds has a duty to seek an accommodation. Thus, when a union is entitled to information concerning which an employer can legitimately claim a partial confidentiality interest, the employer must bargain toward an accommodation between the union's information needs and the employer's justified interests [footnotes omitted].

Here Respondent neither proved a need for confidentiality nor offered to bargain with the Union over restrictions. Thus, Respondent's restrictions on use of the provided information violated section 8(a)(5) and (1) of the Act as alleged.

CONCLUSIONS OF LAW

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

2. United Union of Roofers, Waterproofers, and Allied Workers, Local 162 is a labor organization within the meaning of Section 2(5) of the Act.

3. Since June 27, 2007, the Union has been the Section 9(a) collective bargaining representative of Respondent's Las Vegas, Nevada employees in the following appropriate unit:

> All regular full-time and part-time skilled roofer and damp and waterproof workers, including apprentices, pre-apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work, excluding managers, guards and supervisors as defined in the Act.

4. Respondent has violated Section 8(a)(5) and (1) of the Act as set forth herein.

THE REMEDY

Having found Respondent has violated and is violating Section 8(a)(5) and (1) of the Act, I recommend it be required to cease and desist from that conduct and to cease and desist from interfering with, restraining, or coercing its employees in the exercise of their rights under Section 7 of the Act in any other like or related manner. I shall also recommend the posting of an appropriate notice, attached hereto as "Appendix."[15]

ORDER

Respondent, A.W. Farrell & Son, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Refusing to recognize and bargain with United Union of Roofers, Waterproofers, and Allied Workers, Local 162 as the collective bargaining representative of its Las Vegas, Nevada employees in the following appropriate unit:

> All regular full-time and part-time skilled roofer and damp and waterproof workers, including apprentices, pre-apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work, excluding managers, guards and supervisors as defined in the Act.

[15] 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.

(b) Failing and refusing to provide United Union of Roofers, Waterproofers, and Allied Workers, Local 162 with the relevant information described in its June 29, 2011 written request for information.

(c) 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, which is necessary to effectuate the purposes of the Act:

(a) Upon request of United Union of Roofers, Waterproofers, and Allied Workers, Local 162 bargain lawfully with that union over the terms and conditions of a collective bargaining agreement to cover employees in the appropriate unit described above.

(b) Within 21 days after receipt of this decision, furnish United Union of Roofers, Waterproofers, and Allied Workers, Local 162 with the information requested by it in its June 29, 2011 information request.

(c) Within 14 days after service by the Region, post at its facility copies of the attached notice marked "Appendix."[16] Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by Respondent's representative, shall be posted immediately upon receipt thereof, and shall remain posted by Respondent 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 ensure that the notices are not altered, defaced, or covered by any other material. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means.[17] In the event that, during the pendency of these proceedings, Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent at any time since April 28, 2011.

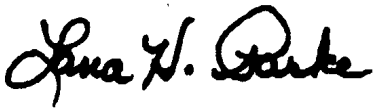
(d) Within 21 days after service by the Regional Office, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

[16] 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."

[17] The question of whether Respondent electronically communicates with employees is left to the compliance stage of these proceedings.

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

Dated: Washington, D.C. December 28, 2011



Lana H. Parke
Administrative Law Judge

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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 refuse to give relevant, requested information to United Union of Roofers, Waterproofers, and Allied Workers, Local 162 (the Union) concerning our employees in the unit the Union represents.

WE WILL NOT unreasonably delay in furnishing relevant, requested information to the Union.

WE WILL NOT set unreasonable limitations on the Union's use of the information we furnish.

WE WILL NOT refuse to recognize and to bargain lawfully with the Union over the terms and conditions of a collective bargaining agreement to cover our employees in the unit the Union represents.

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

WE WILL, upon request, bargain lawfully with the Union over the terms and conditions of a collective bargaining agreement to cover our employees in the unit the Union represents.

WE WILL promptly furnish to the Union the information requested by it on June 29, 2011, and we will not set unreasonable limitations on its use.

A.W. FARRELL & SON, 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.

2600 North Central Avenue, Suite 1800
Phoenix, Arizona 85004-3099
Hours: 8:15 a.m. to 4:45 p.m.
602-640-2160.

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, 602-640-2146.