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

MANAGEMENT & TRAINING CORPORATION

And

Cases 4–CA–095456
4–CA–097114
4–CA–104790

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 668

Jennifer R. Spector, Esq., for the General Counsel.
Martha J. Amundsen, Esq. (Management and Training Corporation), Centerville, Utah, for the Respondent.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Philadelphia, Pennsylvania on December 9, 2013. The Union, Service Employees International Union (SEIU) Local 668, filed the three initial charges in this matter between December 26, 2012 and May 10, 2013. The General Counsel issued the most recent version of the complaint on July 16, 2013.

The General Counsel alleges that Respondent, Management and Training Corporation, has violated Section 8(a)(5) and (1) of the Act by failing and refusing to provide the Union information that the Union requested. He also alleges that Respondent violated the Act by unreasonably delaying furnishing other information.

Additionally, the General Counsel alleges that Respondent violated Section 8(a)(5) and (1) by announcing at an April 3, 2013 bargaining session that bargaining would be changing due to the filing of one of the unfair labor practice charges at issue in this case. Also, the General Counsel alleges that the following day, Respondent made proposals, consistent with that statement, which were less favorable than previous proposals concerning night shift premium pay, lay-offs, leaves of absence, arbitration, and union stewards. These proposals are also alleged to violate Section 8(a)(5) and (1) in that they establish that Respondent failed to bargain with the Union in good faith as required by Section 8(d) of the Act.

Respondent is also alleged to have violated Section 8(a)(1) by threatening that employee Heather Rebarchak would be disciplined and/or terminated if she failed to provide a written statement concerning events for which Respondent issued her a written warning.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent, Management and Training Corporation, manages a number of entities, one of which is the Keystone Job Corps Center (KJCC) in Drums, Pennsylvania. KJCC is a residential training center for disadvantaged youth. Respondent manages KJCC under a contract with the United States Department of Labor (DOL).

Respondent annually purchases and receives goods valued in excess of $50,000 directly from points outside the State of Pennsylvania at the Drums facility. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union, SEIU Local 668, is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

The Union represents three separate bargaining units of Respondent's employees at the Keystone Job Corps Center in Drums, Pennsylvania. One unit consists of maintenance, food service and transportation employees (the maintenance unit), a second consists of professional employees and the third consists of employees who are resident advisors. Among the employees at KJCC that the Union does not represent are the security staff employees and recreation staff employees.

Respondent and the Union had a contract covering the maintenance unit that ran from July 1, 2009 to June 30, 2012. The collective bargaining agreements for the professional and resident advisor units expired on June 30, 2013. Negotiations began for a successor contract in the maintenance unit and for wage reopeners regarding the professional and resident advisor units in April 2012. The Union proposed a $1.00 per hour wage increase for employees in all three units. Respondent told the Union it was proposing no increase, at least in part because DOL was not giving Respondent any increase in its inflation cap.

In June 2012, Union and Company negotiators reached tentative agreement on extending the prior collective bargaining agreement for the maintenance unit for a period of two years. The unit members rejected this in a ratification vote the same month.

On June 29, 2012, Kimberly Yost, a union business agent, sent Martha Amundsen, Respondent's Labor and Employment Counsel, an email requesting information in 17 numbered paragraphs, Appendix A to the complaint. Amundsen responded the same day, G.C. Exh. 7, refusing to provide much of the requested information on the grounds that it did not relate to Local 668 bargaining unit members, or that the Union was requesting confidential information. The requests and Respondent's reply are as follows:

Request No. 1: The amount of Respondent's under run (the amount budgeted by DOL that Respondent did not spend) for the contract year. MTC refused to provide this on the grounds that it is proprietary information.

Request No. 2: Whether bonus money was given, to whom and how much: Respondent refused to provide this information for individuals not in any of the Local 668 bargaining units.

Request No. 3: The pay grade for a security officer: Respondent refused to provide this information on the grounds that security officers are not bargaining unit members.

Request No. 4: What pay grade is a resident advisor? Respondent provided this information to the Union on October 10, 2012.

Request No. 5: What pay grade is a Recreation Aide? Respondent refused to provide this information on the grounds that recreation aides are not bargaining unit members.

Request No. 6: What is the starting rate for a Security Officer? Respondent refused to provide this information on the grounds that security officers are not bargaining unit members.

Request No. 7: What is the starting rate for Recreation Aides? Respondent refused to provide this information on the grounds that recreation aides are not bargaining unit members.

Request No. 8: Provide a copy of the non-union pay scale: Respondent refused to provide this information on the grounds that the information is not relevant to the Union's role as bargaining representative of unit employees.

Request No. 9: A copy of the union pay scale: Respondent provided this information to the Union on October 10, 2012.

Request No. 10: Department of Labor established minimum and maximum for security employees: Respondent refused to provide this information on the grounds that the information is not relevant to the Union's role as bargaining representative of unit employees.

Request No. 11: DOL established minimum and maximum for resident advisors: Respondent provided this information on October 10, 2012.

Request No. 12: DOL established minimum and maximum for recreation aides: Respondent refused to provide this information on the grounds that the information is not relevant to the Union's role as bargaining representative of unit employees.

Request No. 13: Where was the "extra money" given to Security and Recreation Aides taken from? Respondent refused to provide this information on the grounds that the information is not relevant to the Union's role as bargaining representative of unit employees.

Request No. 14: Why were recreation and security staff given additional increases? Respondent refused to provide this information on the grounds that the information is not relevant to the Union's role as bargaining representative of unit employees.

Request No. 15: Other than DOL inflationary increments, when was the last time MTC provided workers at KJCC with wage increases? Respondent responded on October 10, 2012 that the Union already had this information re: bargaining unit members; it refused to provide any such information re: non-unit employees.

Request No. 16: A copy of the contract between USDOL and Respondent regarding the Keystone Job Corps Center: MTC refused to provide this on the grounds that it is proprietary information.

Request No. 17: Applicable financial records based on DOL restrictions. Respondent refused to provide on the grounds that it was not alleging financial hardship in its negotiations with the Union. The Region did not go to complaint on this request item. Therefore, it is not at issue in this case.

Alleged Violative Threat to Unit Employee Heather Rebarchak

On October 19, 2012, Respondent met with professional unit member Heather Rebarchak concerning a statement she allegedly made about another staff member in front of students on or about October 11. The company issued Rebarchak a verbal warning at or immediately after the meeting, G.C. Exh. 9.[1]

Human Resources Manager Lori Thuringer asked Rebarchak for a statement regarding this issue on October 11 and 16. Rebarchak replied by email on October 16 that she was not providing Respondent a statement because the comments students accused her of making were not made, G.C. Exh. 11.

An informal grievance meeting was held on October 26. Rebarchak apparently stated that she "said something, but could not recall what she said." She declined to give Respondent a written statement.

The Union filed a formal grievance on November 8, 2012, G.C. Exh. 9. As grounds the Union alleged that management employees had stated that they don't know if the grievant said what she is alleged to have said.

The parties held a formal grievance meeting on November 27. Respondent affirmed its prior decision to issue a verbal warning based on written statements from two students and the lack of any written statement from Rebarchak.

On January 15, 2013, Respondent's counsel, Martha Amundsen, informed the Union that Rebarchak could either provide a truthful written statement, withdraw her grievance, or be disciplined, and possibly terminated, for insubordination and impeding or interfering with an investigation. HR Manager Thuringer reiterated this message in an email to Rebarchak on January 31.

[1] The issues regarding Rebarchak are apparently not moot despite the fact that she no longer works for MTC, Tr. 40. The Union's grievance regarding the warning issued to Rebarchak is still pending.

On February 2, 2013, Rebarchak submitted a written statement under protest. She denied making a statement critical of the other staff member, as alleged by the two students. Exh. R -12.

Respondent denied the Union's grievance at step 4 of the grievance procedure of the expired collective bargaining agreement. On April 15, 2013, the Union filed a demand for arbitration.

Retaliation and threat of retaliation against the Union in bargaining for filing unfair labor practice charges; regressive bargaining.

On April 3, 2013, the parties held their first bargaining session since October 2012. Between these meetings the Union had filed unfair labor practices regarding Respondent's refusal to provide all the information it requested on June 29 and its threat to discipline Heather Rebarchak for failing to provide Respondent with a written statement.

At the April 3 negotiating session, Martha Amundsen, lead negotiator for Respondent, told the Union that bargaining would change due to the Union filing these ULP charges. The next day, April 4, Respondent made bargaining proposals that it had not made previously, G.C. Exh. 14.

Respondent proposed to delete the arbitration provision of the collective bargaining agreement completely. Amundsen told the Union that since the Union had been filing grievances, Respondent did not want any arbitration provision in its contracts. It would require the Union to file suit in federal court to enforce the contract. Prior to April 4, Respondent had proposed that arbitrations would be handled by arbitrators from the Federal Mediation and Conciliation Service rather than one from the American Arbitration Association (AAA) as provided in the July 1, 2009 to June 30, 2012 contract.

The 2009-12 contract contained a section setting forth a lay-off procedure, Exh. R-4, p. 14-15. That section provided that on-call, temporary and probationary employees would be laid off before permanent employees. If permanent employees were to be laid-off, they were to be laid off in order of reverse seniority. The laid off employee was allowed to displace (bump) employees with less seniority.

On April 3, 2013, the Union proposed changing this provision so that a laid-off employee would displace (bump) the least senior full-time employee, or the least senior employee with similar hours. It made this proposal because an employee who was laid off had to bump a part-time employee, thus losing not only hours of work, but fringe benefits, Tr. 48-49. In response to this proposal, on April 4, 2013, the company proposed to eliminate bumping rights altogether.

The 2009-12 contract provided for leaves of absence of up to 6 months in some circumstances, Exh. R- 4, p. 19-20. There had been several proposals on this subject during prior bargaining sessions. I conclude that Respondent's proposal of April 4 is not materially different than prior proposals.

The number of union stewards would be determined by mutual agreement of the parties under the 2009-12 contract. On April 4, for the first time, Respondent proposed that there be 3 union stewards, plus a chief shop steward. I do not consider this to be a regressive proposal.

The 2009-12 collective bargaining agreement provided that an employee scheduled to work an established night shift would be paid a differential of 10 percent of his or her hourly base wage. On April 4, without any prior discussion of this issue, Respondent also proposed to delete provisions for a night shift premium.

In its brief at page 40 Respondent justifies eliminating its night shift premium on the DOL budget. This is entirely inconsistent with its refusal to provide any financial documents to the Union in response to the Union's information request.[2]

Analysis

The General Counsel failed to demonstrate the relevance of the information requested by the Union concerning non-unit employees.

An employer's duty to bargain includes a general duty to provide information needed by the bargaining representative to assess claims made by the employer relevant to contract negotiations. Generally information pertaining to employees within the bargaining unit is presumptively relevant. However, there is no such presumption re: information pertaining to non-unit employees. This must be established by the General Counsel in the unfair labor practice proceeding, *Caldwell Mfg. Co.,* 346 NLRB 1159 (2006) and cases cited therein.

I find that the General Counsel has not met this burden. Respondent never alleged that it was unable to afford the terms and conditions proposed by the Union in negotiations. In taking the position that it was unwilling to raise wages, Respondent relied solely on the fact that the Department of Labor was not giving it an increase. MTC provided the Union with documentation regarding DOL's decision in 2011.

In contrast to the facts in *Caldwell Mfg.,* Respondent never relied on the terms and conditions of non-unit employees' employment in rejecting the Union's proposals or on insisting that it would not agree to any raises for unit employees. Unlike *Caldwell* and similar cases, the Union's requests for information regarding non-unit employees were not tailored to claims or representations by the Respondent. Respondent, unlike Caldwell, did not make the information requested by the Union relevant by its conduct during the course of bargaining. The complaint is dismissed with regard to the Union's request for information regarding non-unit employees.

[2] One could argue that in light of this, I should find that Respondent violated Section 8(a)(5) and (1) in failing to provide the financial information requested by the Union. However, from this record it has not been established that the relevant information was not provided verbally, or in the alternative that the previous method of conveying the information was so burdensome or time-consuming as to impede the process of bargaining. As discussed below, it is clear that some of the information requested by the Union had been provided to it verbally and it has not been shown that this was insufficient—with the exception of the Union's request for the DOL contract.

The General Counsel did not establish the relevance of the financial information requested by Respondent

Respondent at no time during negotiations claimed it was unable to increase unit employees' wages. It stated, to the contrary, that it was unwilling to pay any increases. This is in effect a statement that Respondent believes that it can get the labor it requires to run the KJCC at the wages paid under the prior contract. Thus, under such conditions the financial documents requested by the Union have not been shown to be relevant, *Advertisers Mfg. Co.,* 275 NLRB 100 (1985); *Gilbertson Coal Co.,* 291 NLRB 344, 345 (1988). MTC has merely informed the Union that it is exercising its bargaining power by not offering any wage increase.

Information allegedly provided in an untimely fashion

An employer must respond to an information request in a timely manner. An unreasonable delay in furnishing such information is as much of a violation of Section 8(a)(5) of the Act as a refusal to furnish the information at all, *American Signature Inc.,* 334 NLRB 880, 885 (2001).[3]

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. 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, *West Penn Power Co.,* 339 NLRB 585, 587 (2003), enf. in pertinent part 349 F.3d 233 (4th Cir. 2005).

In *American Signature, supra,* the Board found a violation where the employer provided the information requested by the Union two and a half to three months after the request. In *Earthgrains, Co.,* 349 NLRB 389, 400 (2007), the Board found a violation where the employer responded four months after the request without explaining the delay. Thus, I would be inclined to find a violation from the evidence that Respondent failed to provide the Union with the information regarding unit employees for 3 ½ months were it not for the fact that the record establishes that some or all of this information was provided verbally in a timely fashion.

The Union's June 29, 2013 information request states that most responses have been given verbally. The record does not indicate what information was not provided verbally. Also, there is no *per se* requirement that an information request be satisfied in writing. It is sufficient if the information is made available in a manner not so burdensome or time-consuming as to impede the process of bargaining, *Cincinnati Steel Castings Co.,* 86 NLRB 592, 593 (1949); *Howard K. Sipes Co.,* 319 NLRB 30, 38-39 (1995).[4] There is no evidence that the information

[3] This case has also been cited under the name of *Amersig Graphics, Inc.*

[4] These cases have not been overruled by *AT & T, Corp.,* 337 NLRB 689, 691 (2002) which is cited by the General Counsel. That decision stands for the proposition that a verbal response is adequate when a union does not renew its information request at a later date. It does not hold that a verbal response will not suffice in other circumstances and does not mention the aforementioned cases.

provided verbally was of such a nature that a verbal response was insufficient—with the exception of the Union's request for the DOL contract. Since there is no evidence that any of the information to which the Union was entitled was not sufficiently provided verbally in a timely fashion, I dismiss the allegations regarding the June 29, 2013 information request—except for the Union request for the DOL contract.

Respondent violated Section 8(a)(5) and (1) in failing to provide the Union with a copy of its contract with the Department of Labor

Respondent's contract with DOL in clearly relevant to the Union's role as representative of bargaining unit employees. MTC refused to provide a copy of the contract on the grounds that it contained confidential information. However, it made no effort to prove its claim of confidentiality, *Jacksonville Area Association for Retarded Citizens,* 316 NLRB 338, 340 (1995). Thus, it violated Section 8(a)(5) and (1) in refusing and failing to provide the contract. Assuming that the contract contains proprietary information, Respondent was obligated to seek an accommodation with the Union to determine whether portions of the contract or a redacted version could be provided to satisfy the competing interests of the Union and MTC. It never made any offer of accommodation to the Union.

Respondent did not violate Section 8(a)(1) in threatening Heather Rebarchak with discipline if she refused to provide Respondent with a written statement

The General Counsel's theory with regard to the alleged violation regarding Heather Rebarchak appears to be that the demand for a written statement was discriminatorily motivated; not that an employer violates the Act by requiring an employee to provide a written with respect to a pending grievance. The General Counsel's theory requires an inference that is not supported by this record.

There is no basis for me to conclude that Respondent would have disciplined Rebarchak if she had provided a statement. Indeed, it did not discipline her a second time after she submitted a statement. Thus, the General Counsel's theory reverts to an argument that either it a violation to demand a written statement during a disciplinary proceeding, or that given the facts of this case, there could be no reason for such a demand—other than to punish Rebarchak for filing a grievance.

I find that the General Counsel has not established a violation under either alternative. Under the *Weingarten* line of cases it is clear that an employer may demand that an employee to participate in a disciplinary investigation. If the employee refuses, the employer may discipline the employee without the benefit of the employee's input. I am not aware of any case that stands for the proposition that an employer violates the Act in demanding that an employee commit his or her version of events to writing.

While Rebarchak had sent Respondent an email denying that she made the statements attributed to her by the students, it was not unreasonable for Respondent to demand a written explanation from Rebarchak as to what she recalled saying. In the informal grievance meeting of October 26, Rebarchak admitted that she said something in the presence of the students during the incident in question. Since the grievance was pending, it was not unreasonable for

Respondent to force Rebarchak to exhaust her recollection of the incident in writing well in advance of the arbitration, so as to know precisely what it needed to contradict at the arbitration. I therefore dismiss the complaint allegation regarding the threat to Rebarchak.

Respondent by Martha Amundsen violated Section 8(a)(1) in telling the Union that bargaining was going to change due its filing of unfair labor practices

Respondent by making this statement was coercing the Union in the exercise of its duties as the collective bargaining representative of unit employees. It was clearly interfering with the right of the Union and represented employees to file charges by retaliating against them for doing so.

MTC's defense, at page 37 of its brief is that it did not violate the Act in refusing to discuss irrelevant information. However, threatening the Union was unnecessary to achieve this objective. Respondent needed only to refuse to produce the information and make the Union seek an order from the NLRB to produce it. Moreover, just because I have found that Respondent did not violate the Act in failing to produce certain information, other than the DOL contract, does not mean the Union's request was frivolous. Indeed, while it has not been established on this record, it is quite possible that there was relevant information that was not furnished the Union or was not furnished in a sufficient manner.

Respondent violated Section 8(a)(5) and (1) by engaging in regressive bargaining on April 4, 2013.

I have found that Respondent engaged in regressive bargaining on April 4, 2013 in three material respects: elimination of the provisions for arbitration entirely, eliminating the night differential and eliminating the right of laid-off employees to displace or bump employees with less seniority.

Regressive bargaining is not per se unlawful. For it to be unlawful, regressive bargaining must be engaged in for the purpose of frustrating the possibility of agreement, *Telescope Casual Furniture, Inc.* 326 NLRB 588 (1998). There is no bright line between regressive bargaining that violates the Act and regressive bargaining that does not. However, in this case the elimination of the arbitration clause, solely in retaliation for the Union's filing of grievances crosses the line into the illegal. This is particularly true since although Respondent asserts that the Union's grievances are frivolous; it has not established that they were frivolous. Moreover, Respondent did not set forth any economic or otherwise legitimate basis for eliminating arbitration, the night shift differential or bumping rights.

Respondent asserts that on April 4 it made two concessions in bargaining that negate any conceivable finding that it sought to frustrate the possibility of agreement. One of these was agreeing to no change from the 2009-12 contract that mandated a 90 day probationary period for new employees. A year prior to April 4, 2013, Respondent had proposed increasing the probationary period to 180 days. The other alleged concession is to the Union's position regarding "management grant days." This refers to a provision in the 2009-12 contract which gave employees credit for up to 2 days of unused sick leave. Respondent suggests that it had previously proposed to reduce this benefit to one management grant day and restored 2 days in

its April 4, 2013 proposal, G.C. Exh. 14, P. 2. The language of the April 4 proposal is not at all clear that Respondent changed its position on this issue and there is no testimony regarding what the language means.

It sum, I conclude there is no evidence of concessions to the Union that negates the proposition that the elimination of arbitration, the shift differential and bumping rights was intended to frustrate the possibility of agreement. This is true because Respondent was perfectly willing to include an arbitration provision, albeit somewhat modified, in the new collective bargaining agreement until it decide to retaliate for the Union's resort to the Board's processes.

Conclusions of Law

1. Respondent violated Section 8(a)(1) of the Act in coercing the Union and unit employees by announcing on April 3, 2013 that bargaining would change because of the Union's filing of unfair labor practice charges.

2. Respondent violated Section 8(a)(5) and (1) by engaging in regressive bargaining on April 4, 2013 in order to frustrate the possibility of reaching agreement with the Union.

3. Respondent violated Section 8(a)(5) and (1) in failing to provide the Union with its contract with the U.S. Department of Labor.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[5]

ORDER

The Respondent, Management Training Corporation, Drums, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Coercing the Union and unit employees by stating that bargaining would change due to the Union's filing of unfair labor practice charges;

(b) Engaging in regressive bargaining in order to frustrate the possibility of reaching agreement with the Union.

[5] 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.

(c) Refusing to provide the Union with a copy of its contract with the U. S. Department of Labor.

(d) 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.

(a) Rescind its regressive bargaining proposals of April 4, 2013 with regard to arbitration, a night differential and bumping rights;

(b) Provide the Union with a copy of its contract with the U.S. Department of Labor.

(c) Within 14 days after service by the Region, post at its Drums, Pennsylvania facility copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 4, 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. 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 the Respondent customarily communicates with its employees by such means. 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 June 29, 2012.

(d) 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.

Dated, Washington, D.C., January 30, 2014.

_____
Arthur J. Amchan
Administrative Law Judge

6 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."

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 threaten the Union or unit employees that bargaining will change as the result of the Union filing an unfair labor practice charge.

WE WILL NOT refuse to provide the Union with information that it is relevant to its role as bargaining representative on the grounds of confidentiality without first establishing that the information is confidential and without first offering the Union an accommodation to balance our respective interests.

WE WILL NOT engaged in regressive bargaining in order to frustrate the possibility of reaching agreement with the Union.

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

WE WILL rescind the regressive bargaining proposals we made on April 4, 2013 which eliminated arbitration, a night shift differential and bumping rights for laid-off employees from our proposals.

WE WILL provide the Union with a copy of our contract with the U.S. Department of Labor, as the Union requested.

WE WILL, on request, bargain in good faith with the Union, Service Employees International Union, Local 668, and put in writing and sign any agreement reached on terms and conditions of employment for our employees in our bargaining units which that union represents.

MANAGEMENT & TRAINING CORPORATION
(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.

615 Chestnut Street, 7th Floor, Philadelphia, PA 19106-4404
(215) 597-7601, Hours: 8:30 a.m. to 5 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, (215) 597-5354.