

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

CENTER CITY INTERNATIONAL TRUCKS, INC.

and

Cases 9-CA-60153
9-CA-60157

INTERNATIONAL ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS, AFL-CIO, DISTRICT
LODGE 54, LOCAL LODGE 1471

Daniel A. Goode and Jonathan D. Duffey, Esqs., for
the General Counsel.

Ronald L. Mason and Aaron T. Tulencik, Esqs., for the
Respondent.

Mr. William Rudis, for the Charging Party.

DECISION

Statement of the Case

GEORGE CARSON II, Administrative Law Judge. This case was tried in Columbus, Ohio, on September 19, 2011, pursuant to a consolidated complaint that issued on July 29, 2011.¹ The complaint alleges that the Respondent violated Section 8(a)(5) of the National Labor Relations Act (the Act) by failing and refusing to provide certain requested information. The answer of the Respondent denies any violation of the Act. I find that the Respondent unlawfully delayed in providing some information and in failing to timely respond to some of the requests of the Union.

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

Findings of Fact

I. Jurisdiction

The Respondent, Center City International Trucks, Inc., the Company, a corporation, is engaged in the sale, service, and maintenance of tractor trailers and buses at its facilities in Columbus and Pataskala, Ohio. The Respondent annually purchases and receives goods valued in excess of \$50,000 directly from points outside the State of Ohio. The Respondent admits, and I find and conclude, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

¹ All dates are in 2011, unless otherwise indicated. The charge in Case 9-CA-6015 was filed on May 23 and amended on June 3. The charge in Case 9-CA-60157 was filed on May 23 and amended on June 3.

The Respondent admits, and I find and conclude, that International Association of Machinists & Aerospace Workers, AFL-CIO, District Lodge 54, Local Lodge 1471, the Union, is a labor organization within the meaning of Section 2(5) of the Act.

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II. Alleged Unfair Labor Practices

A. Background

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The Union has represented a unit of mechanics employed by the Company for many years, and the parties have executed multiple successive collective-bargaining agreements, the most recent of which expired on October 31, 2009.² It was thereafter extended for 2 weeks. Notwithstanding their prior successful bargaining history, negotiations for a successor agreement following the expiration of the most recent agreement have been unfruitful. Pursuant to charges filed by the Union, a complaint issued and a hearing was held before Administrative Law Judge Ira Sandron on April 4-8 and May 17-19, 2011. *Center City International Trucks, Inc.*, JD 53-11 (September 2, 2011). Insofar as relevant to this proceeding, Judge Sandron found that the Company unilaterally instituted a new healthcare plan provided by United Healthcare and delayed providing the Union with requested relevant information. No issues herein are dependent upon the foregoing decision which is pending before the Board.

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This case, to some extent, is a continuation of the foregoing case insofar as the Union requested additional information regarding the healthcare plan. It also involves information requested relating to employee evaluations, wage rates, and raises.

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At the times relevant herein, the chief negotiators for the Company were Owner Tim Reilly, who assumed that role in January 2011, and Secretary/Treasurer John Colston, who became the chief negotiator for the Company in May 2011. Government Sales Manager Nick Wahoff assisted both Reilly and Colston and took notes. Grand Lodge Representative William Rudis became the chief negotiator for the Union in October 2010. He was assisted by Chief Steward Joseph Gerchy, who took notes. The notes of Wahoff and Gerchy of meetings that occurred between January and August are in the record as Respondent's Exhibits 2 and 10.³

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B. Preliminary Observations

On July 18, after he took over as chief negotiator for the Company, Colston emailed Rudis stating that, to "the best of our knowledge," the Company had responded to all outstanding information requests. Rudis responded on July 19, setting out various pieces of information that the Union claimed the Company had not provided. The belated provision to the Union of a "Proposal of Benefits" document prepared in 2010 suggests that the Company was

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² The appropriate unit is: All full-time [and regular part-time] mechanics, leadmen, mechanic's helpers, mechanic's apprentices employed by the Respondent at its facilities located at 4200 Currency Drive, Columbus, Ohio and 10271 Hazleton-Etna Road, Pataskala, Ohio but excluding the service station manager, service station assistant manager, all office and clerical employees, all retail parts and service representatives, and all guards, professional employees and supervisors as defined in the Act.

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³ The Respondent's unopposed posthearing motion to include pages from both exhibits that were inadvertently omitted during the copying process is granted. The omitted pages are appended to the motion. I have designated the Motion and the attached pages as Respondent's Exhibit 31, and it is hereby received.

less than thorough in responding to the Union. I question how diligently the Company sought to fulfill the requests made by the Union.

5 I also question how carefully the Union kept up with the information that was provided by the Company. The testimony of Grand Lodge Representative Rudis contains multiple complaints regarding information that he asserted the Union had not been provided including specifically a letter that the Company had sent to Region 9 in the investigation of the charges herein. Counsel for the General Counsel stated on the record that the foregoing matter was not incorporated in the complaint. An email sent by the Company to the Union on January 19
10 reflects that the letter sent to Region 9 was "scanned" and provided. Evidence adduced at the hearing, including 2010 wage data, establishes that some information the Union requested had been provided previously.

15 C. Facts

1. Information relating to healthcare insurance

20 On January 19, following a bargaining session on January 17, the Union sent the Company two separate information requests, one relating to the letter and information provided to Region 9 and the following more lengthy request.

25 [T]he Union requests the Employer provide all correspondence with each insurance carrier its representative contacted or engaged discussion with to 'shop' a new health care plan, and provide a copy of all the health care insurer's responses, proposal content, bids and coverage proposals provided to the Employer with the actual premium cost breakdown that the Employer would incur per participant within each option level offered by such plan. Should the Employer premium costs be configured utilizing another method such information should be provided.

30 Also, the Union requests the Employer provide a complete list of all Employer costs (premiums) by billing cycle per month for the health care plan in effect for the period from October 2008 through October 2009; November 2009 through October 2010; and November 2010 through January 2011. Please provide the actual premium cost
35 breakdown that the Employer (the actual dollars and cents paid to the insurer by the Employer) has paid or has incurred per participant (without name of the participant) within each option level offered by such plan.

40 The Company responded to the request relating to the information sent to Region 9, which is not an issue in this proceeding. The response included proposals from insurers.

45 Rudis repeated his request in writing and at bargaining sessions on January 21 and 27. On February 7, the Company provided additional information in three separate emails relating to proposals from United Healthcare and other insurers. It also presented billing cycle information for certain months.

On February 28, the Union presented an alternate health care plan. This was discussed at a bargaining session on March 24 in which the Company committed to prepare a side-by-side analysis of its plan and the Union's plan. Although Rudis recalled that he mentioned the prior request and stated that the Union was still missing information relating to prior years, the bargaining notes of neither party reflect that any specific deficiency was cited. The next written communication relating to missing information occurred on June 27, after Colston became the chief negotiator for the Company.

Rudis testified at the hearing before Judge Sandron and admitted that the information provided, including specifically the information provided on February 7, enabled the Union to “go to insurance carriers and legitimately . . . get them to give us quotes.” At the hearing herein he testified that the information provided was only partially responsive. The provision of the 2010 “Proposal of Benefits” document to the Union in early September 2011 confirms that the information provided was not fully responsive to the information request made by the Union on January 19.

On June 27, Rudis sent an email to Colston stating that the Company had not provided “all correspondence with each insurance carrier . . . the health care insurer’s responses, proposal content, bids and coverage proposals” relative to the determination of the Company to change carriers on November 1, 2010, as well as premium costs and “billing cycle by month” from October 2008 through October 2009, November 2009 through October 2010, and from November 2010 to the present. He also informed Colson that, although the Union had been provided information relating to raises given pursuant to job evaluations conducted on March 30 and 31, it had not been provided all wage rate changes since August 1, 2010.

On July 18, Colston replied stating that, to “the best of our knowledge,” the Company had responded to all outstanding information requests.

On July 19, Rudis responded, citing the deficiencies listed in his email of June 27.

At a bargaining session on July 25, the parties discussed the deficiencies cited by Rudis. Although Wahoff testified that, at the bargaining session, the Company contended that it had it “given you all this stuff,” the record establishes that he was incorrect.

Regarding correspondence, Colston admitted that he did not request the benefits administrator to provide correspondence with any insurance companies. Colston did not specifically deny the existence of correspondence with the benefits administrator. When asked whether he had “any written correspondence with the benefit administrator,” Colston answered, “Mostly it’s verbal. It’s mostly telephonic. And the—the kind of written stuff I get is—is stuff similar to this where they give me an analysis after they’ve gotten proposals from the various carriers outlining what they’re proposing.”

Regarding the issue of the billing cycle by month documents, the Union’s bargaining notes of the session on July 25 reflect that Colston asked whether it would suffice if the Company provided “a couple of invoices from the years 2008, 2009, 2010, and 2011. Rudis replied, “You could provide beginning & [sic] ending information for each coverage year.” The billing cycle information was provided on July 27 or 28 and was the same information that had been provided on February 7. Although, as pointed out the brief of the General Counsel, the information did not perfectly match the beginning and ending dates, the Union did not protest that the reprovision of the information was inadequate or did not satisfy its request. No additional request was made.

At a bargaining session on August 12, the Company provided the Union with a document prepared by its benefit administrator for the insurance acquired by the Company in 2006. Rudis requested the most current document. He recalled that the document was thereafter provided in early September. The document, titled “Proposal of Benefits,” contains much of the same information as the documents provided to the Union in January and February, but it also contains documents not shown on this record to have been included in the prior provision of information. An examination of the document reveals that it includes a proposal

from Medical Mutual of Ohio and various quotations that appear to come from an insurer identified as Anthem, information not shown on this record to have been included in any prior provision of information. The documents initially provided to the Union did reflect one bid from Anthem, but not the multiple bids reflected in the "Proposal of Benefits."

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2. Information relating to performance evaluations

On April 1 Chief Steward Gerchy wrote the Company seeking each "bargaining unit employee's 2011 annual performance evaluation (review) with the reviewer's signature, all documents used, including supervisory notes and any other related memoranda, . . . used to evaluate each section of each employee's evaluation, and the monetary and/or promotional result of each evaluation. Also, please provide a copy of the Performance Evaluation Software utilized by the Company in the evaluation and generation of the written evaluation (review) for each bargaining unit employee." The request also sought "all evaluations and pay increases from August 1, 2010, to the current date or near date in which any increase will take place, the starting wage rate of each and every bargaining unit employee and the wage and job classification changes that have been made by the employer since August 1, 2010, through and including the current date."

On April 4, Reilly sent an email to Gerchy asking what was "the basis and purpose" of the request. Gerchy replied on the same date, repeating the request and pointing out that the information related to the Union's duty to represent the employees, noting that the performance evaluations, which had taken place on March 30 and 31, had a direct effect upon employee promotions and merit wage increases. The letter requests that the Company respond by April 8.

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The parties were in trial before Judge Sandron from April 4 through April 8. On April 28, the next bargaining session between the parties, the Company provided the performance evaluations and information relating to changes in job classifications and pay rates since the evaluations. It does not appear that the Union protested the absence of information relating to wage and classification changes between August 1, 2010, and the end of March 2011 at that time. The Company had previously provided the Union with pay rates and job classifications of unit employees as of August 15, 2010, and thereafter, including November 2010 and January, February and March 15, 2011. By comparing the pay rates of each employee, the Union could have determined whether there had been any change in job classification or pay.

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On May 2, Rudis wrote Reilly and, inter alia, protested the failure of the Company to provide supervisory notes.

On June 27, Rudis sent Colston the email noted previously that, inter alia, protested the failure of the Company to provide information relating to changes of "rate or job classification" from August 1, 2010, to the current date.

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As already noted, on July 18, Colston emailed Rudis stating that to "the best of our knowledge," the Company had responded to all outstanding information requests. Rudis responded July 19 stating, with regard to information relating to performance reviews, that the Company had not provided "rate or job classification changes from August 1, 2010," through March 2011.

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At a bargaining session on July 25, the parties addressed the deficiency that the Union identified in its letter. Gerchy confirmed that, at that meeting, the Company provided "spreadsheets that went on a monthly basis from August 15, 2010 to March 15, 2011" showing changes on a month-to-month basis, and "that satisfied that portion of our information request."

Colston, corroborated by Wahoff, explained that the Company did not maintain the information in the form sought by the Union but committed to provide the information on a monthly basis and that the Union agreed that would be acceptable. Rudis denied agreeing that a month-to-month format was acceptable, but there is no evidence of any communication to the Company subsequent to the July 25 meeting denying the agreement of the Union to that format. I do not credit the testimony of Rudis that he did not agree.

At the bargaining session on July 25, the Company informed the Union that the supervisory notes it had requested did not exist. So far as the record shows, that was the first occasion upon which the Union was informed of the nonexistence of the requested information.

The Union appears to have predicated its request for supervisory notes upon a response dated February 28, 2011, signed by General Manager James Ray, relating to a grievance the Union filed on behalf of an employee who had received a verbal reprimand from Supervisor Jim Stickel. The response noted that the Company would remove the reprimand from the employee's personnel file but that it would be part of the employee's annual review and "[n]ine months after" it would be removed from the "supervisory notes." The response notes that the "supervisory notes" of Supervisor Stickel only contain "the written verbal reprimand that was provided to the [U]nion."

D. Analysis and Concluding Findings

"It is well established that when a union makes a request for relevant information, the employer has a duty to supply the information in a timely fashion or to adequately explain why the information was not furnished." *Beverly California Corp.*, 326 NLRB 153, 157 (1998).

Unions have historically sought to assure that the employees they represented were protected by health and pension benefits. To that end, multiple union-sponsored healthcare and pension funds were created. Board precedent establishes, with regard to healthcare coverage, that requests for information relative to options "being explored by the Union for presentation to the Respondent . . . [are] clearly relevant to the Union's collective-bargaining responsibilities." *Martin Marietta Energy Systems*, 316 NLRB 868, 874 (1995). The Respondent herein did not dispute the relevance of the insurance information sought.

The requests regarding wage changes and supervisory notes relating to performance reviews of unit employees were presumptively relevant.

An employer cannot simply ignore a union's information request. See *Daimler Chrysler Corp.*, 331 NLRB 1324, 1329 (2000); *Interstate Food Processing*, 283 NLRB 303, 304 at fn. 9 (1987). "[A]n employer must respond to a union's requests for relevant information within a reasonable time, either by complying with it or by stating its reason for noncompliance within a reasonable period of time. Failure to make either response in a reasonable time is, by itself, a violation of Section 8(a)(5) and (1) of the Act. Some kind of response or reaction is mandatory." *Columbia University*, 298 NLRB 941, 945 (1990), citing *Ellsworth Sheet Metal*, 232 NLRB 109 (1977). The Respondent was obligated to inform the Union in a timely manner of the reason that any of the requested relevant information would not or could not be provided.

In this case, as in *American Benefit Corp.*, 254 NLRB No. 129 (2010), the complaint alleges a failure to provide requested information, not a failure to timely provide information. As pointed out in that case:

[T]he Board does not require separate complaint allegations to cover these closely related violations. *Care Manor of Farmington*, 318 NLRB 330 (1995). In any event, the Board may find an unalleged violation “if the issue is closely connected to the subject matter of the complaint and has been fully litigated.” *Pergament United Sales, Inc.*, 296 NLRB 333, 334 (1989), *enfd.* 920 F.2d 130 (2d Cir. 1990). In this case both prongs of this test are met with regard to the delay in providing information. . . . The claim of delay was fully litigated because the evidence is the same as the alleged refusal to provide information *Id.*, JD slip op. at 16 fn. 25.

1. Information relating to healthcare insurance

The complaint, subparagraph 6(a), alleges:

Since about January 19, 2011, the Union, in writing, has requested that Respondent furnish the Union with the following information concerning its group health insurance plan:

(i) correspondence between Respondent, its agent, and insurance carriers to shop a new healthcare plan;

(ii) a copy of insurer responses, proposal content, bids, and coverage proposals with the actual premium cost breakdown Respondent would incur per participant within each option level offered by such plan;

(iii) a list of Respondent costs (premiums) by billing cycle per month for the healthcare plan in effect for the period of October 2008 through October 2009, November 2009 through October 2010, and November 2010 through January 2011, including the actual premium cost breakdown Respondent paid or incurred per participant within each option level.

The Union’s January 19 request sought “all correspondence with each insurance carrier its representative contacted or engaged discussion with to ‘shop’ a new health care plan, and provide a copy of all the health care insurer’s responses.”

The brief of the General Counsel, citing *New York Post*, 353 NLRB 625, 629 (2008), argues that the Respondent was obligated to contact third parties, i.e. the insurers. I do not agree. The precedent cited relates to information in the possession of the third parties but not in the possession of the Respondent. The Respondent herein utilized the services of a benefit administrator who, so far as this record shows, provided the Respondent with all relevant information obtained. Unlike the situation in *New York Post* or the subcontracting situation in *Public Service Co. of Colorado*, 301 NLRB 238, 246-247 (1991), there is no evidence that any third party possessed relevant information that was not provided to the benefit administrator.

Notwithstanding the wording of the complaint allegation, the Union did not specifically request all correspondence between the Respondent and its agent, the benefit administrator. There is no evidence that the responses of the insurers were not ultimately provided to the Union. I shall recommend that subparagraph 6(a)(i) of the complaint be dismissed.

The Respondent provided information to the Union on January 19 and February 7. I find no unlawful delay in that regard. I note that the parties were in bargaining sessions on January 21, 26, and 28. The Respondent unlawfully delayed providing the “Proposal of Benefits.” As already noted, that document was not provided until early September 2011, and it contains

documents not shown on this record to have been provided previously to the Union. By failing to timely provide requested relevant information relating to insurer responses, proposal content, and bids, the Respondent violated Section 8(a)(5) of the Act as alleged in subparagraph 6(a)(ii).

5 On June 27 Rudis sent an email to Colston stating, inter alia, that the Company had not provided "billing cycle by month" from October 2008 through October 2009, November 2009 through October 2010, and from November 2010 to the present." Although information relating to some of the months in that time period had been provided, there is no evidence that all of it had been provided. Despite the foregoing, at the bargaining session on July 25, the Union
10 agreed that the Respondent could provide "beginning & [sic] ending information for each coverage year." The information was provided on July 27 or 28. The Union did not protest that the information provided was inadequate. The Union agreed to accept less information that it initially sought. The information provided pursuant to the foregoing agreement duplicated the information that had been timely provided on February 7. I shall recommend that subparagraph
15 6(a)(iii) of the complaint be dismissed.

2. Information relating to performance evaluations

The complaint, subparagraph 6(b), alleges:

20 Since about April 1, 2011, the Union, in writing, has requested that Respondent furnish the Union with the following information concerning employee evaluations:

25 (i) all documents used, including supervisory notes, memoranda, letters, written materials, electronic notes, messages or statements Respondent used to evaluate employees;

30 (ii) bargaining-unit employees' wage rate changes from August 1, 2010 through the most recent date any wage increase took place.

35 This allegation is predicated upon the April 1 information request by the Union signed by Gerchy and repeated on April 4. As already noted, the performance evaluations and pay changes after April 1 were provided to the Union at the bargaining session on April 28. As explained by Colston, the parties had been litigating the prior case before Judge Sandron from April 4 through April 8 and did not have the evaluations "together until shortly after that." The Union's requested deadline for production by April 8 was unreasonable given the ongoing hearing, and no specific need for expedited production of the performance evaluation documents was set forth. I shall recommend that this portion of the complaint be dismissed.

40 On May 2, Rudis wrote Reilly protesting the failure of the Company to provide supervisory notes. The General Counsel argues that supervisory notes do exist insofar as "it is hard to fathom" how a supervisor could evaluate "employee performance over a year-long period without notes to refresh his memory." I disagree. Any supervisor working regularly with a group of employees knows, without writing any notes, who regularly is on time, who is cheerful
45 and cooperative, who is combative, who has a sense of humor, who does not like changes, who resists last minute assignments, etc.

The Respondent contends that no supervisory notes exist. That contention is contradicted by the February 28 documentation of a verbal warning, which was removed from the file of the affected employee but retained in the supervisor's "supervisory notes." The Respondent told the Union that there were no supervisory notes at the bargaining session on July 25. The correct representation would have been that there were no supervisory notes other

Remedy

5 Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent will be ordered to post and email an appropriate notice.

10 On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁴

ORDER

15 The Respondent, Center City International Trucks, Inc., Columbus and Pataskala, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from

20 (a) Failing and refusing to timely provide to International Association of Machinists & Aerospace Workers, AFL-CIO, District Lodge 54, Local Lodge 1471, requested relevant information relating to insurer responses, proposal content, and bids, and information reflecting pay increases from August 1, 2010, to April 1, 2011.

25 (b) Failing to timely inform the Union that requested relevant information did not exist.

(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 necessary to effectuate the policies of the Act.

30 (a) Within 14 days after service by the Region, post at its facilities in Columbus and Pataskala, Ohio, copies of the attached notice marked Appendix.⁵ Copies of the notice, on forms provided by the Regional Director for Region 9 after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60
35 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
40 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

45 ⁴ 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.

⁵ 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."

since May 2, 2011.

5 (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.

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

10 Dated, Washington, D.C. November 15, 2011

George Carson II
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 fail and refuse to timely provide to International Association of Machinists & Aerospace Workers, AFL-CIO, District Lodge 54, Local Lodge 1471, with requested relevant information relating to health insurance and information reflecting pay increases.

WE WILL NOT fail to timely inform the Union that requested relevant information does not exist.

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.

CENTER CITY INTERNATIONAL TRUCKS, 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.

550 Main Street, Federal Building, Room 3003, Cincinnati, OH 45202-3271

(513) 684-3686, 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, (513) 684-3750.