

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SIX

PITTSBURGH ATHLETIC ASSOCIATION

and

Cases 6-CA-105460 and
6-CA-105461

UNITE HERE LOCAL 57

MOTION TO TRANSFER AND CONTINUE CASE
BEFORE THE BOARD AND
MOTION FOR DEFAULT JUDGMENT

Counsel for the General Counsel, pursuant to Sections 102.20, 102.24, 102.50, 102.54, 102.56 and 102.59 of the Board's Rules and Regulations, Series 8, as amended, makes this motion to transfer this case to the Board for a final determination on the basis of the pleadings previously filed. Attached to this Motion as exhibits, and incorporated herein by reference, are copies of the Compliance Specification and Notice of Hearing, and other relevant documents described below.

Counsel for the General Counsel further moves that, upon transfer of the proceedings to the Board, the Board issue an appropriate order to show cause why this motion should not be granted, and that unless Respondent shows good cause for failing to file an answer within the time specified by Sections 102.20 and 102.56 of the Board's Rules and Regulations, all the allegations contained in the Compliance Specification and Notice of Hearing be deemed to be admitted true and an order entered providing for an appropriate remedy, without the holding of a hearing or without taking evidence in support of the allegations in the Compliance Specification and Notice of Hearing.

In support of this Motion, Counsel for the General Counsel offers the following:

1. On December 24, 2013, the Board issued its Decision and Order, 360 NLRB No. 18 (2013), finding that Respondent violated Section 8(a)(1) and (5) of the Act by failing to continue in effect all terms and conditions of its 2012-2015 collective bargaining agreement with UNITE HERE Local 57 (the Union), and by failing to remit to the Union dues and fees deducted from the wages of bargaining unit employees, and directing Respondent to take certain affirmative actions, including, inter alia, remitting to the Union all dues and fees as required by Article I, Section 2 of the 2012-2015 collective bargaining agreement that have not been remitted since about November 2012, with interest. A copy of the Board's Decision and Order is attached hereto as *GC Exhibit 1*.

2. On April 29, 2013, the Acting Regional Director of Region 6, pursuant to the authority duly conferred upon him by the Board, issued a Compliance Specification and Notice of Hearing ("Compliance Specification") in these cases. Said specification was served on Respondent by certified mail on April 29, 2014. Pursuant to Section 102.56 of the Board's Rules and Regulations, the Specification notified Respondent it must file an Answer within 21 days from the date of the Specification. The Specification notified Respondent that if no Answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Specification are true. Copies of the Compliance Specification and Affidavit of Service with proof of service are attached hereto as *GC Exhibit 2 and 3*, respectively.

3. On June 18, 2014, Respondent, by electronic letter, was notified that the Answer to the Compliance Specification and Notice of Hearing was now overdue and that if no Answer was filed by June 25, 2014, a Motion for Default Judgment would be filed. A copy the letter is attached hereto as *GC Exhibit 4*.

4. Despite having been advised of the consequences, Respondent has failed and refused to file an Answer to the Specification described in paragraph 2 in this matter.

5. Section 102.56(a) of the Board's Rules and Regulations, Series 8, as amended, provides as follows:

Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being

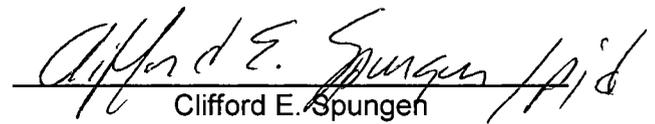
signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

6. Respondent, having been duly served, has failed and refused to file an Answer to the Compliance Specification and Notice of Hearing. Therefore, all allegations in the Compliance Specification and Notice of Hearing must be deemed admitted as true and no issue of fact exists warranting or requiring a hearing.

7. Accordingly, Counsel for the General Counsel submits that the matter is appropriate for final determination upon default judgment without a hearing and that a final order should be entered in accordance with the allegations of the Compliance Specification and Notice of Hearing, without taking evidence or giving Respondent further notice.

Dated at Pittsburgh, Pennsylvania, this 1st day of July 2014.

Respectfully submitted,


Clifford E. Spungen
Counsel for the General Counsel

NATIONAL LABOR RELATIONS BOARD
Region 6
William S. Moorhead Federal Building
1000 Liberty Avenue, Room 904
Pittsburgh, Pennsylvania 15222
412-395-4689

Attachments

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

**Pittsburgh Athletic Association and UNITE HERE
Local 57.** Cases 06–CA–105460 and 06–CA–
105461

December 24, 2013

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS JOHNSON
AND SCHIFFER

The General Counsel seeks a default judgment in this case on the ground that Pittsburgh Athletic Association, the Respondent, has failed to file an answer to the consolidated complaint. Upon charges filed on May 20, 2013, by UNITE HERE Local 57 (the Union), the General Counsel, on August 29, 2013, issued the consolidated complaint against the Respondent alleging that it violated Section 8(a)(5) and (1) of the National Labor Relations Act. The Respondent failed to file an answer.

On October 22, 2013, the General Counsel filed a Motion for Default Judgment with the Board.¹ On October 23, 2013, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motions are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the consolidated complaint affirmatively stated that unless an answer was received by September 12, 2013, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated September 23, 2013, notified the Respondent that unless an answer was received by the close of business on the third business day following receipt of that letter, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

¹ On October 23, 2013, the General Counsel filed a Motion to Correct Motion for Default Judgment to include in the Motion for Default Judgment a more accurate description of the consolidated complaint allegations.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the consolidated complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment and his Motion to Correct.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a non-profit Pennsylvania corporation, with an office and place of business in Pittsburgh, Pennsylvania (the facility), has been engaged in the operation of a private club, which supplies food and beverage services, athletic services, and related services to members and their guests.

In conducting its operations during the 12-month period ending April 30, 2013, the Respondent derived gross revenues in excess of \$500,000, and purchased and received at its facility goods valued in excess of \$50,000 from other enterprises, including Sysco Food Service, located within the Commonwealth of Pennsylvania, which other enterprise had received these goods directly from points outside the Commonwealth of Pennsylvania.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Joseph Dengler	General Manager
Robert Dauer	President, Board of Directors
John Freyvogel	Vice President, Board of Directors
James Sheehan	Secretary, Board of Directors
Mike McSorely	Treasurer, Board of Directors

For many years, the Respondent has recognized the Union as the exclusive collective-bargaining representative of all food and beverage and housekeeping employees of the Respondent, the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective by its terms from March 1, 2012, to February 28, 2015 (the Agreement). The unit, as set forth in the Agreement, constitutes a unit appropriate for the purposes of collec-

tive bargaining within the meaning of Section 9(b) of the Act. At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

Article I, section 2 of the Agreement reads as follows:

The employer shall make monthly deductions for dues and fees as instructed by the Secretary-Treasurer of the union from the first paycheck of every month. If the wages are insufficient to make the deduction, the employer shall make the deduction that month from the next paycheck, which has sufficient wages for the deduction. If no deduction is made for union dues in the month, the employer will make up the deduction in the following month from the paycheck following the paycheck from which deduction for current dues were made.

Except for the deduction of the initiation fee, reinstatement fee or other special fees as instructed by the Secretary-Treasurer of the union, in no case shall the employer deduct more than two months dues during any one month, or more than one month's dues from any single paycheck. Deductions for missed dues payments shall be made at the rate of one extra deduction per month until the missed dues are paid.

No later than the tenth day of each month, the employer shall submit one check for the previous month's dues deductions together with one list of all bargaining unit employees, showing their names, their social security numbers, their dates of hire, hours worked, the total amount deducted from each employee each month, the reason if no deduction was made. The employer shall deposit the list in an electronic format approved by the Union on the Union's FTP site.

Since about November 2012, the Respondent failed to continue in effect all terms and conditions of the Agreement by failing to remit to the Union dues and fees deducted from the unit employees' wages.

The terms and conditions of employment described above are mandatory subjects for the purposes of collective bargaining.

The Respondent engaged in the conduct described above without the Union's consent.

Since about April 16, 2013, the Union has requested orally and in writing to Dengler that the Respondent furnish it with the following information:

(a) Payroll summaries for each employee (Monthly) for the years of 2011, 2012, and 2013.

(b) Bargaining Unit Lists Monthly for the years 2011, 2012, and 2013.

(c) Year-end summaries for all bargaining unit employees for 2011, 2012, and 2013.

The information requested by the Union is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

From about April 16 to June 14, 2013, the Respondent unreasonably delayed in furnishing the Union with the information requested by it.

CONCLUSION OF LAW

By failing to continue in effect all terms and conditions of the Agreement by failing, since about November 2012, to remit to the Union dues and fees deducted from the unit employees' wages, and by unreasonably delaying in furnishing the Union with the information it requested on about April 16, 2013, the Respondent failed and refused to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to continue in effect all terms and conditions of the Agreement by, since about November 2012, failing to remit to the Union dues and fees deducted from unit employees' wages, as required by article I, section 2 of the Agreement, we shall order the Respondent to remit such withheld dues and fees to the Union, with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

ORDER

The National Labor Relations Board orders that the Respondent, Pittsburgh Athletic Association, Pittsburgh, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively with UNITE HERE Local 57 as the exclusive collective-bargaining representative of its unit employees by, since about November 2012, failing and refusing to remit dues and fees to the Union as required by article I, section 2 of its 2012–2015 collective-bargaining agreement with the

PITTSBURGH ATHLETIC ASSN.

Union. The unit consists of all of the Respondent's food and beverage and housekeeping employees.

(b) Unreasonably delaying in furnishing the Union with requested information that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of the unit employees.

(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.

(a) Remit to the Union all dues and fees as required by article I, section 2 of the 2012–2015 collective-bargaining agreement that have been deducted from unit employees' wages and that have not been remitted since about November 2012, with interest, in the manner set forth in the remedy section of this decision.

(b) Within 14 days after service by the Region, post at its facility in Pittsburgh, Pennsylvania, copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 6, 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, 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 November 2012.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 6 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.

² 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."

Dated, Washington, D.C. December 24, 2013

Mark Gaston Pearce, Chairman

Harry I. Johnson, III, Member

Nancy Schiffer, Member

(SEAL) 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 fail and refuse to bargain collectively with UNITE HERE Local 57 as the exclusive collective-bargaining representative of our unit employees by, since about November 2012, failing and refusing to remit dues and fees to the Union as required by article I, section 2 of our 2012–2015 collective-bargaining agreement with the Union. The unit consists of all food and beverage and housekeeping employees employed by us.

WE WILL NOT unreasonably delay in furnishing the Union with requested information that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of the unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL remit to the Union all dues and fees as required by article I, section 2 of the 2012–2015 collective-bargaining agreement that have been deducted from unit employee's wages and that have not been remitted since in or about November 2012, with interest.

PITTSBURGH ATHLETIC ASSOCIATION

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SIX**

PITTSBURGH ATHLETIC ASSOCIATION

and

**Case 06-CA-105460
06-CA-105461**

UNITE HERE LOCAL 57

**COMPLIANCE SPECIFICATION
AND
NOTICE OF HEARING**

On December 24, 2013, the National Labor Relations Board (the Board) issued its Decision and Order reported at 360 NLRB No. 18 (2013), in Case Nos. 06-CA-105460 and 06-CA-105461, finding that Pittsburgh Athletic Association violated Section 8(a)(1) and (5) of the National Labor Relations Act by failing to continue in effect all terms and conditions of the 2012-2015 collective-bargaining agreement and by failing to remit to the Union dues and fees deducted from the wages of bargaining unit employees. The National Labor Relations Board directed Respondent to, *inter alia*, remit to UNITE HERE Local 57 (the Union) all dues and fees as required by Article I, Section 2 of the 2012-2015 collective bargaining that have not been remitted since about November 2012, with interest. Respondent having been unresponsive to the National Labor Relations Board, Region Six concerning its intent to comply with this make whole portion of the Board's Order and make the Union whole for all dues and fees Respondent should have remitted to it since November 2012, with interest, the Regional Director of the National Labor Relations Board for the Sixth Region, hereby issues this Compliance Specification and Notice of Hearing and alleges that the amounts due are as follows:

1. Pursuant to Article I, Section 2 of the 2012-2015 collective-bargaining agreement between Respondent and the Union, Respondent is to make monthly dues and fees deductions from the wages of bargaining unit employees and remit those dues and fees to the Union

2. As reported by the Union, monthly dues are to be deducted from the paychecks of all regularly-employed bargaining unit employees in the amount of \$39.25 per month.

3. During the time period from October 2012 to the present date, Respondent withheld from Unit employees' pay some, but not all, of the dues and fees required to be withheld by Article I, Section 2 of the 2012-2015 collective-bargaining agreement.

4. With the exception of March 2013, since November 2012 Respondent has failed to remit to the Union dues deducted since October 2012.

5. The amount of dues and fees reportedly withheld by Respondent from unit employees' pay, but not remitted to the Union from November 2012 to December 2013 the present are reported in Appendix A.

6. The monthly dues remittance amounts actually due to the Union per employee in November and December 2012 are reported in Appendix B.

7. The monthly dues remittance amounts due the Union per employee from January 2013 through January 2014 are reported in Appendix C.

8. The monthly amounts that were due to be remitted to the Union from February to May 2014 are reported in Appendix D.

9. Respondent has failed to submit employee reports to the Union for 2014 as required by Article I, Section 2 of the 2012-2015 collective-bargaining agreement, resulting in the absence of the information necessary to accurately calculate dues due to be

remitted from February through May 2014. Therefore, as reflected in Appendix D, the amounts due for February through May 2014 are assumed to be the same amounts due for February through May 2013.

10. The total quarterly dues amounts due to be remitted to the union from November 2012 to May 2014 are reported in Appendix E.

11. Summarizing the facts and calculations specified herein, the obligation of Respondent to make whole the Union under the Board's Order as described above in Paragraphs 1 through 10 will be fulfilled by payment of the total amount due as set forth in Appendix E, plus any additional delinquent dues remittance amounts accrued after May 2014, plus interest calculated in accordance with *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the compliance specification. **The answer must be received by this office on or before May 20, 2014, or postmarked on or before May 19, 2014.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer

rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a .pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

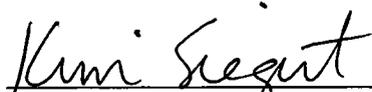
If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true. If the answer fails to deny allegations of the compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the compliance specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **July 24, 2014**, at **10:00 a.m.** at the **National Labor Relations Board, 1000 Liberty Avenue, Room 904, Pittsburgh, Pennsylvania 15222-4111**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification.

The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Pittsburgh, Pennsylvania, this 29th day of April, 2014.



Kim Siegert, Acting Regional Director
National Labor Relations Board
Region Six
William S. Moorhead Federal Building
1000 Liberty Avenue, Room 904
Pittsburgh, PA 15222-4111

Appendix A
Monthly Dues Deducted Per Employee

Name	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
Baldwin, Lori	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Barbarino, Jarrad															
Barbarino, Carl			\$ 39.25	\$ 39.25	\$ 39.25		\$ 39.26	\$ 39.26	\$ 39.26	\$ 19.63			\$ 19.63	\$ 19.63	\$ 39.26
Barker, Gregory		\$ 24.00	\$ 24.00					\$ 39.25	\$ 39.25			\$ 16.00	\$ 16.00	\$ 8.00	\$ 32.00
Baxendell, Michael												\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Beck, Antwian													\$ 19.63	\$ 19.63	\$ 39.26
Bennerman, George															
Bigos, Raymond															
Blanchard, Cathy	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Bliss, Anita															
Bradley, Sandra	\$ 8.00	\$ 32.00	\$ 24.00				\$ 16.00	\$ 8.00	\$ 8.00			\$ 8.00	\$ 8.00	\$ 8.00	\$ 24.00
Buckner, Archie															
Carothers, Francis										\$ 8.00				\$ 15.25	\$ 39.25
Chapman, Jared				\$ 39.25	\$ 39.25		\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Clark, Curtis	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Clark, Jeffrey	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25		\$ 39.25	\$ 39.26					\$ 19.63			
Comas, Gregory		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25										
Crosby, Paul						\$ 39.25									
Davis, James															
Davis, Jordan															
Dellarte, Myles															
DeMann, William															
DeMartino, Michael	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Dilembo, Maria	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Dinardo, Joseph	\$ 15.25	\$ 78.50	\$ 39.25	\$ 32.00	\$ 8.25			\$ 24.00	\$ 24.00	\$ 39.25		\$ 15.25	\$ 31.25	\$ 7.25	\$ 39.25
Ditano, Victor	\$ 8.00	\$ 54.50		\$ 8.00	\$ 16.00			\$ 16.00	\$ 16.00	\$ 32.00		\$ 8.00	\$ 24.00	\$ 7.25	\$ 39.25
Dochev, Diyan	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26					\$ 19.63	\$ 19.63	\$ 39.26
Ellis, Kimberly															
Engel, Mary Ann		\$ 39.25		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Englert, Kenneth	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Frey, Nena	\$ 24.00		\$ 24.00												
Frey, John	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Frison, Clarence															
Gazda, David															
Gebet, Ronald	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Gibson, Richard	\$ 39.25	\$ 39.25	\$ 39.25												
Glick, Arnold	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25											
Gorham, Christopher	\$ 8.00	\$ 56.00	\$ 23.25												
Green, Steven												\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26

Appendix A
Monthly Dues Deducted Per Employee

Name	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
Re, Christopher															
Rozier, Thomi															
Salopek, Thomas															
Sauer, Ethan	\$ 24.00	\$ 56.00	\$ 31.25												
Scheer, Michael			\$ 16.00				\$ 8.00	\$ 8.00	\$ 8.00			\$ 8.00	\$ 8.00		\$ 8.00
Scott, John	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Scott, Nathan		\$ 8.00	\$ 24.00												
Smetana, Joseph	\$ 16.00	\$ 63.25	\$ 16.00	\$ 8.00	\$ 16.00		\$ 32.00	\$ 32.00	\$ 32.00	\$ 23.25		\$ 15.25	\$ 24.00	\$ 23.25	\$ 24.00
Smith, Holly														\$ 19.63	\$ 39.26
Smith, Renee	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Speaks, Maurice															
Stopperich, Maureen		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Thomas, Kathleen	\$ 15.25	\$ 63.25	\$ 39.25	\$ 16.00	\$ 16.00		\$ 24.00	\$ 39.25	\$ 39.25	\$ 16.00		\$ 16.00	\$ 23.25	\$ 16.00	\$ 23.25
Tomko, Mary	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Tran, Dong	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Tratras, John	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25		\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Varion, Jeffrey	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Volk, Mark	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Walters, George	\$ 39.25		\$ 39.25												
Watson, Angela															
Webb, Devin				\$ 39.25			\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Weir, Briana						\$ 39.25									
Wheeler, Alan												\$ 19.63	\$ 19.63	\$ 19.63	
Williams, Antwaun														\$ 19.63	\$ 39.26
Wilson, Brian	\$ 39.25	\$ 39.25		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Wolfram, Nancy	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.26	\$ 39.26	\$ 39.26	\$ 39.26		\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Yhip, Julian		\$ 32.00	\$ 39.25	\$ 16.00	\$ 16.00	\$ 39.25						\$ 19.63	\$ 19.63	\$ 19.63	\$ 39.26
Zurcher, Kimberly		\$ 16.00													
TOTAL	\$ 1,610.75	\$ 2,369.75	\$ 2,170.50	\$ 1,894.25	\$ 1,752.75	\$ 1,570.00	\$ 1,744.90	\$ 1,788.52	\$ 1,749.26	\$ 1,744.89	\$ -	\$ 1,025.11	\$ 1,144.37	\$ 1,078.12	\$ 2,191.98

Appendix B
 Monthly Dues Owed Per Employee
 November-December 2012

Employee Name		Remittance Due	
LastName	FirstName	Nov-12	Dec-12
Baldwin	Lori	\$ 39.25	\$ 39.25
Barbarino	Carl	\$ 39.25	\$ 39.25
Barker	Gregory		\$ 39.25
Bennerman	George	\$ 39.25	\$ 39.25
Bigos	Raymond	\$ 39.25	\$ 39.25
Blanchard	Cathy	\$ 39.25	\$ 39.25
Bradley	Sandra		\$ 39.25
Chapman	Jared	\$ 39.25	\$ 39.25
Clark	Curtis	\$ 39.25	\$ 39.25
Clark	Jeffrey	\$ 39.25	\$ 39.25
Comas	Gregory	\$ 39.25	\$ 39.25
Davis	James	\$ 39.25	\$ 39.25
Dellarte	Myles	\$ 39.25	\$ 39.25
DeMartino	Michael	\$ 39.25	\$ 39.25
Dilembo	Maria	\$ 39.25	\$ 39.25
Dinardo	Joseph	\$ 39.25	\$ 39.25
Ditano	Victor	\$ 39.25	\$ 39.25
Dochev	Diyan	\$ 39.25	\$ 39.25
Engel	Mary Ann	\$ 39.25	\$ 39.25
Englert	Kenneth	\$ 39.25	\$ 39.25
Frey	Nena	\$ 39.25	\$ 39.25
Frey	John	\$ 39.25	\$ 39.25
Gebet	Ronald	\$ 39.25	\$ 39.25
Gibson	Richard	\$ 39.25	\$ 39.25
Glick	Arnold	\$ 39.25	\$ 39.25
Gorham	Christopher		\$ 39.25
Gunter	Troy	\$ 39.25	\$ 39.25
Hall	Robert	\$ 39.25	\$ 39.25
Hammill	Eric	\$ 39.25	\$ 39.25
Henderson	Victor	\$ 39.25	\$ 39.25
Hoffman	Robin	\$ 39.25	\$ 39.25

Appendix B
 Monthly Dues Owed Per Employee
 November-December 2012

Employee Name		Remittance Due	
LastName	FirstName	November-13	Dec-12
Holmes	Cassandra	\$ 39.25	\$ 39.25
Hollenberger	Daniel	\$ 39.25	\$ 39.25
Hruska	David	\$ 39.25	\$ 39.25
Ismaeli	Ruqqayah	\$ 39.25	\$ 39.25
Johnson	Brian	\$ 39.25	\$ 39.25
Johnson	James	\$ 39.25	\$ 39.25
Johnson	Anthony	\$ 39.25	\$ 39.25
Jones	Elizabeth	\$ 39.25	\$ 39.25
Jones	Peggy	\$ 39.25	\$ 39.25
Joseph	Russell	\$ 39.25	\$ 39.25
Kisio	Barbara	\$ 39.25	\$ 39.25
Kisio	Bryan	\$ 39.25	\$ 39.25
Kourkoulis	Chuck	\$ 39.25	\$ 39.25
Lache	Paul	\$ 39.25	\$ 39.25
Madorsky	Alla	\$ 39.25	\$ 39.25
Melgar	Jose	\$ 39.25	\$ 39.25
Marree	Justin	\$ 39.25	\$ 39.25
Martin	Sharon	\$ 39.25	\$ 39.25
McKay	Daniel	\$ 39.25	\$ 39.25
McPherson	Stanley	\$ 39.25	\$ 39.25
Meyer	Jackie	\$ 39.25	\$ 39.25
Ostrowky	Dolores	\$ 39.25	\$ 39.25
Porter	Ronita	\$ 39.25	\$ 39.25
Rozier	Thomi		\$ 39.25
Salopek	Thomas	\$ 39.25	\$ 39.25
Sauer	Ethan	\$ 39.25	\$ 39.25
Scott	John	\$ 39.25	\$ 39.25
Scott	Nathan		\$ 39.25
Smetana	Joseph	\$ 39.25	\$ 39.25
Smith	Renee	\$ 39.25	\$ 39.25
Stopperich	Maureen	\$ 39.25	\$ 39.25

Appendix B
 Monthly Dues Owed Per Employee
 November-December 2012

Employee Name		Remittance Due	
LastName	FirstName	November-13	Dec-12
Thomas	Kathleen	\$ 39.25	\$ 39.25
Tomko	Mary	\$ 39.25	\$ 39.25
Tran	Dong	\$ 39.25	\$ 39.25
Tratras	John	\$ 39.25	\$ 39.25
Varion	Jeffrey	\$ 39.25	\$ 39.25
Volk	Mark	\$ 39.25	\$ 39.25
Walters	George	\$ 39.25	\$ 39.25
Watson	Angela	\$ 39.25	\$ 39.25
Webb	Devin	\$ 39.25	\$ 39.25
Wilson	Brian	\$ 39.25	\$ 39.25
Wolfram	Nancy	\$ 39.25	\$ 39.25
Yhip	Julian		\$ 39.25
Zurcher	Kimberly	\$ 39.25	\$ 39.25
Total		\$ 2,708.25	\$ 2,943.75

Annual Total
\$ 5,652.00

Appendix C
 Monthly Dues Owed Per Employee
 January 2013-January 2014

Name	Month Remittance Due													
	Jan-13	Feb-13	Mar-13	Apr-13	May-13	June-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	
Hoffman, Robin	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Holmes, Cassandra	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25					
Hollenberger, Daniel	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Hrehocik, JoAnne	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25			
Hruska, David	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25		
Hugley , Edmond		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Ismaeli, Ruqqayah	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Johnson, Brian	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Johnson, James	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Johnson, Anthony	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Jones, Elizabeth								\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Jones, Peggy	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Joseph, Russell	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Kisio, Barbara	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Kisio, Bryan	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25							
Kourkoulis, Chuck	\$ 39.25													
Lache, Paul	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25					
Lattanzi, Alicia					\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Madorsky, Alla	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Maxwell, Ryan		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25				
Marree, Justin	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
McAleer, Lauren		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25				
Martin, Sharon	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
McKay, Daniel	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
McPherson, Stanley	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Melgar, Jose	\$ 39.25													
Meyer, Jackie	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
O'Brien, Cavan				\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25		
Ostrowky, Dolores	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25		\$ 39.25	\$ 39.25
Porter, Ronita	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Prosser, Joshua		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25					
Rozier, Thomi	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Salopek, Thomas	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Sauer, Ethan	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25			
Scheer, Michael	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Scott, John	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Scott, Nathan	\$ 39.25												\$ 39.25	\$ 39.25
Smetana, Joseph	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25		\$ 39.25

Appendix C
 Monthly Dues Owed Per Employee
 January 2013-January 2014

Name	Month Remittance Due												
	Jan-13	Feb-13	Mar-13	Apr-13	May-13	June-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14
Smith, Holly								\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25		\$ 39.25
Smith, Renee	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Speaks, Maurice		\$ 39.25	\$ 39.25										
Stopperich, Maureen	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Thomas, Kathleen	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Tomko, Mary	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Tran, Dong	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Tratras, John	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Varion, Jeffrey	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Volk, Mark	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Walters, George	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25							
Watson, Angela	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Webb, Devin	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Weir, Briana		\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25								
Wheeler, Alan				\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	
Williams, Antwaun								\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Wilson, Brian	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Wolfram, Nancy	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Yhip, Julian	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Zurcher, Kimberly	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25	\$ 39.25
Minus Dues Remitted				\$ 1,570.00									
Monthly Total	\$ 2,983.00	\$ 3,100.75	\$ 3,022.25	\$ 1,570.00	\$ 3,179.25	\$ 3,061.50	\$ 3,022.25	\$ 3,140.00	\$ 2,943.75	\$ 2,865.25	\$ 2,747.50	\$ 2,590.50	\$ 2,747.50

Annual Total **\$ 36,973.50**

Appendix D
2014 Year-To-Date Monthly Dues Owed to Union

Month Remittance Due	Same Month 2013
Feb-14	\$ 3,100.75
Mar-14	\$ 3,022.25
Apr-14	\$ 3,140.00
May-14	\$ 3,179.25
YTD Total	\$ 12,442.25

Appendix E
Total Dues Owed Per Calendar
Quarter

Year	Quarter	Total Due
2012	4	\$ 5,652.00
2013	1	\$ 9,106.00
	2	\$ 7,810.75
	3	\$ 9,106.00
	4	\$ 9,203.25
2014	1	\$ 8,870.50
	2	\$ 6,319.25
		\$ 56,067.75

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 6**

PITTSBURGH ATHLETIC ASSOCIATION

and

UNITE HERE LOCAL 57

Case 06-CA-105460

And

06-CA-105461

**AFFIDAVIT OF SERVICE OF: Compliance Specification and Notice of Hearing with
forms NLRB-4338 and NLRB-4668 attached dated
April 29, 2014**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 29, 2014, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Robert E. Dauer, Jr., Esq., Board of Directors
Pittsburgh Athletic Association
4215 5th Avenue
Pittsburgh, PA 15213-3546

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Robert E. Dauer, Jr., Esq.
Meyer, Unkovic & Scott, LLP
Henry W. Oliver Building
535 Smithfield Street, Suite 1300
Pittsburgh, PA 15213-3546

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Joseph D. Shaulis, Esq.
Law Office of Claudia Davidson
429 4th Avenue, 5th Floor
Pittsburgh, PA 15219-1500

REGULAR MAIL

UNITE HERE Local 57
60 Blvd Of The Allies
5 Gateway Center, Suite 615
Pittsburgh, PA 15222-1257

CERTIFIED MAIL

April 29, 2014

Date

Charlene M. Prosser,
Designated Agent of NLRB

Name

/s/Charlene M. Prosser

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 06-CA-105460
And
06-CA-105461

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Robert E. Dauer, Jr., Esq., Board of Directors
Pittsburgh Athletic Association
4215 5th Avenue
Pittsburgh, PA 15213-3546

Robert E. Dauer, Jr., Esq.
Meyer, Unkovic & Scott, LLP
Henry W. Oliver Building
535 Smithfield Street, Suite 1300
Pittsburgh, PA 15213-3546

Joseph D. Shaulis, Esq.
Law Office of Claudia Davidson
429 4th Avenue, 5th Floor
Pittsburgh, PA 15219-1500

UNITE HERE Local 57
60 Blvd Of The Allies
5 Gateway Center, Suite 615
Pittsburgh, PA 15222-1257

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

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(OVER)

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The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

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 Meyer, Unkovic & Scott, LLP
 Henry W. Oliver Building
 535 Smithfield Street, Suite 1300
 Pittsburgh, PA 15213-3546

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Sent To: Robert E. Dauer, Jr., Esq.,
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 Pittsburgh Athletic Association
 4215 5th Avenue
 Pittsburgh, PA 15213-3546

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 6
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

Agency Website: www.nlr.gov
Telephone: (412)395-4400
Fax: (412)395-5986

Agent's Direct Dial: (412)395-6899

June 18, 2014

Robert E. Dauer, Jr., Esq.
Board of Directors
Pittsburgh Athletic Association
4215 5th Avenue
Pittsburgh, PA 15213-3546

Re: Pittsburgh Athletic Association
Cases 06-CA-105460 & 06-CA-105461

Dear Mr. Dauer:

On April 29, 2014, this office issued a Compliance Specification and Notice of Hearing in Case Nos. 06-CA-105460 and 06-CA-105461. The Compliance Specification set forth the amount alleged to be due from Pittsburgh Athletic Association pursuant to the Board Order issued in these cases on December 24, 2013.

An Answer to the Compliance Specification and Notice of Hearing was due to be submitted to this office by May 20, 2014. No Answer has been received.

Please be advised that if no Answer to the Compliance Specification and Notice of Hearing is received in this office by June 25, 2014, a Motion for Default Judgment will be filed.

If you have any questions I can be reached directly at (412) 395-6899 or Tara.Yoest@nlrb.gov.

Very truly yours,

TARA YOEST
Compliance Officer

UNITE HERE Local 57
60 Blvd Of The Allies
5 Gateway Center, Suite 615
Pittsburgh, PA 15222-1257

US Regular Mail

July 1, 2014

Date

Shirley McIntyre,
Designated Agent of NLRB

Name

/s/Shirley McIntyre

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 06-CA-105460
And
06-CA-105461

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Robert E. Dauer, Jr., Esq., Board of Directors
Pittsburgh Athletic Association
4215 5th Avenue
Pittsburgh, PA 15213-3546

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Pittsburgh, PA 15222-1257

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

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