

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

LILY TRANSPORTATION CORP.

and

Case No. 01-CA-118372

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO, DISTRICT
LODGE 15, LOCAL 447**

Daniel F. Fein, Esq. and Gene M. Switzer, Esq.,
Counsels for the General Counsel
Alan S. Miller, Esq. and Katherine D.
Clark, Esq., Counsels for the Respondent

Decision

Statement of the Case

Raymond P. Green, Administrative Law Judge. I heard this case in Boston, Massachusetts on October 21 and November 3, 2014.

The charge was filed on December 5, 2013 and the Complaint which was issued on June 30, 2014, alleged as follows:

1. That from about November 20, 2012 until about October 22, 2013, the Union was recognized as the bargaining representative of certain employees of Pumpnickel Express, Inc.
2. That on or about October 29, 2013, the Respondent assumed the operations of Pumpnickel at Toyota's Mansfield, Massachusetts facility.
3. That on or about October 29, 2013, the Respondent became a successor to Pumpnickel, having an obligation to bargain with the Union.
4. That on or about November 27, 2013, the Respondent has refused to bargain with the Union.

Subsequent to the issuance of the Complaint, the General Counsel issued two notices of intention to amend the Complaint; both of which related to a description of the bargaining unit.

The first, dated October 14, 2014, asserted that the Union had been the recognized bargaining representative of employees working for Pumpnickel at a Chrysler facility in Mansfield, Massachusetts, in the following categories.

All full-time a regular part-time drivers, warehouse persons and yard persons, but excluding all office clerical employees, managerial employees, professional employees, confidential employees, guards and supervisors as defined in the Act, and all other employees.

The second, dated October 20, 2014, asserted that the appropriate unit for the employees of the Respondent, (the alleged successor), would be:

5 All full-time and regular part-time drivers employed by Respondent performing work for Toyota’s Mansfield facility, excluding all other employees, office clerical employees, managerial employees, professional employees, confidential employees, owner operator, guard and supervisors as defined by the Act.

10 Notwithstanding, the Respondent’s objections to the amendments, I granted them without prejudice to the Respondent having an opportunity to present evidence on the unit issue even if that meant that the hearing would have to be postponed after the General Counsel presented his prima facie case.

15 On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed, I make the following

Findings and Conclusions

20 **I. Jurisdiction**

It is admitted and I find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act. I also find that International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 15, Local 447 is a labor organization within the meaning of Section 2(5) of the Act.

II. The alleged unfair labor practices

30 The Union has had a long standing relationship with Pumpnickel Express, Inc. which was owned by Joe Guttilla. In relation to this case, the Union was recognized by Pumpnickel in or about 2006 and has had a series of collective bargaining agreements covering drivers, yard persons and dock workers, working at a parts distribution center owned by Chrysler Corporation which was, (and still is), located in Mansfield, Massachusetts. In this regard, Pumpnickel was a contract carrier for Chrysler and Pumpnickel’s employees and drivers essentially loaded trucks and drove trucks used to transport Chrysler parts to auto dealers.

In or about 2012, Pumpnickel successfully bid for the job of being the contract carrier for Toyota Motors at its parts distribution center, also located in Mansfield, Massachusetts.

40 Soon thereafter, the Union commenced a campaign to organize the Pumpnickel employees who worked at the Toyota facility. After obtaining authorization cards from a majority of the drivers, the Union and Pumpnickel executed a voluntary recognition agreement on June 25, 2012. The agreement stated inter alia;

45 RECOGNITION. The company recognizes District Lodge 15, Lodge No. 447 of the International Association of Machinists and Aerospace Workers, AFL-CIO as the exclusive bargaining agent at the Company’s Mansfield, Massachusetts location and such other domiciles that the Company uses to fulfill its Toyota Mansfield agreement, with respect to rates of pay, wages, hours of work and all other mandatory condition of employer for all drivers covered by this
50 agreement.

5 BARGAINING UNIT. The company and the Union agree that the employees covered by this agreement shall consist of all drivers and shall exclude all professional, managers, guard and supervisors as defined in the National Labor Relations Act, as amended, and excluding all other employees which the parties agree constitute an appropriate bargaining unit....

10 Mr. Gitlin, a union representative, explained that the reason this unit did not include any of the dock workers who worked at the Toyota facility was because he was told that Toyota did not want the dock workers to be unionized inasmuch as they worked within the facility on a continual basis, (as opposed to the drivers who were away most of the time), and that Toyota was concerned that they might “infect” its own employees. Gitlin testified that he accepted this explanation and therefore did not press to have the dock workers included in the recognized unit.

15 Subsequent to June 2012, Pumpnickel, in an effort to enhance efficiency, sought to consolidate the services it provided for both Chrysler and Toyota by setting up a third location to perform its services for both companies. To this end, the Union and Pumpnickel began negotiating, not only for a contract covering the drivers who worked at the Toyota facility, but also a supplemental contract covering the Pumpnickel employees who worked at both the
20 Toyota and the Chrysler facility.

25 On November 20, 2012, Pumpnickel and the Union executed an agreement covering both sets of employees. This new agreement therefore covered the drivers, yard men and dock workers who worked at the Chrysler facility and also covered the drivers who worked at the Toyota facility. In addition, the parties merged the seniority lists for the drivers who worked at each facility and did so by assigning seniority to each driver, (whether employed at the Chrysler or Toyota facility), by date of industry employment.

30 In effect, the separate units that had previously been established for Pumpnickel employees; one for the Chrysler facility and one for the Toyota facility, had become merged. Indeed, Mr. Gitlin testified that there was a vote held with the participation of both sets of Pumpnickel employees to ratify the new contract and to merge the units. At this time, there were 34 drivers plus an indeterminate number of other employees who were employed by Pumpnickel to service these two accounts.

35 All this would have continued but for the fact that in October 2013, Pumpnickel went bankrupt and ceased performing services for both Chrysler and Toyota. Those companies then had to find and utilize common carriers for a period of time.

40 In late October 2013, the Respondent successfully bid for and obtained a contract with Toyota, (but not Chrysler), to be the contract carrier to replace Pumpnickel. It first hired Mark Walsh, a previous Pumpnickel supervisor, to be its general manager. He thereupon recruited employees, (including drivers and dock workers) for Pumpnickel. The parties stipulated:

45 The scope of work that Lily Transportation provides for Toyota at its Mansfield, MA facility and the nature of that operation is essentially the same as Pumpnickel previously performed at the same facility. Accordingly, Respondent will not assert as a defense to the unfair labor practice complaint that the NLRB successor doctrine does not apply because of any
50 changes in the nature of the operation.

On or about November 27, 2013, the Union demanded recognition from the Respondent asserting that it was a successor to Pumpnickel. That demand was rejected.

5 Payroll records for Pumpnickel covering the employees working at the Toyota
 Mansfield operation show that during the period from November 24, 2013 to November 30,
 2013, Pumpnickel employed a total of 28 non-supervisory employees, consisting of 20 drivers
 plus eight dock workers. Of this group, 13 of the drivers had been employed by Pumpnickel,
 performing services for the Toyota account. The other six drivers had been employed by
 Pumpnickel, performing services for the Chrysler account. There also was one new driver
 10 who hadn't previously been employed by Pumpnickel. Of the dock workers, six had
 previously been employed by Pumpnickel and had been assigned to the Toyota account. The
 other dock workers were new hires. This means that of the dock workers employed by the
 Respondent, none had previously been in the bargaining unit under Pumpnickel's last contract
 with the Union. However, since 19 out of the 20 drivers employed by the Respondent had been
 15 employed and covered by the last contract between the Union and Pumpnickel, this means
 that a majority of the Respondent's work force, (either limited to drivers only or expanded to a
 unit of drivers and dock workers), would have been employees who had worked for the
 predecessor and who had been represented by the Union.

20 With respect to the unit at Lily, it should be noted that it is the General Counsel's position
 that the drivers, excluding the dock workers, would constitute an appropriate unit. In this regard,
 the evidence shows that the drivers, who because they are engaged in the interstate transport
 of goods are subject to the regulations and restrictions of the U.S. Department of
 Transportation. Among other things, this means that their weekly hours of work are capped.
 25 Also, the drivers are paid on a per trip/mileage basis and are not subject to the overtime
 provisions of the Fair Labor Standards Act. The dock workers, on the other hand, are paid an
 hourly wage rate and are paid at overtime rates if they work in excess of eight hours on any
 given day. There are, according to Mark Walsh, instances when a driver will fill in and work on
 the dock when a dock worker is absent. But he concedes that this may happen only once or
 30 twice a month. Usually, if a dock worker is needed, the company obtains a worker from a
 temporary employment agency.

35 The evidence shows that dock workers arrive at work at about 2:00 p.m. and generally
 work until about 11:00 p.m. The drivers typically arrive at work at about 4:00 p.m. and after
 checking their vehicles and getting their route sheets, leave the premises and generally return
 after the dock workers have gone home. Thus, except for the briefest period of time when the
 drivers arrive at the premises, their actual contact with the dock workers is minimal.

40 The Respondent asserts that in December 2013, it received from a majority of its
 employees signed statements that they no longer wished to be represented by the Union. In
 this regard, Respondent's Exhibit 3 consists of a total of 19 signatures, dated in December
 2013, stating that these employees no longer desired representation. ¹

45 Analysis

In *Fall River Dyeing & Finishing Corp. v. NLRB*, 482 U.S. 27 (1987), the Supreme Court
 held that a purchasing employer is required to recognize and bargain with a union representing
 the predecessor's employees when there is a "substantial continuity" of operations after the
 transaction *and* if a majority of the new employer's work force, in an appropriate unit, consists of
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¹ It is noted that the Respondent did not offer evidence to authenticate these signatures.

the predecessor's employees when the new employer has reached a "substantial and representative complement."

5 In the present case, there is no issue regarding "substantial continuity" inasmuch as the parties have stipulated that there was such continuity. The only question here, as far as the General Counsel's case is concerned, is whether a majority of the Respondent's work force, in an appropriate unit, consists of the predecessor's employees when the Respondent reached a "substantial and representative complement." And in the latter regard, there is no dispute that by the period of November 24, 2013 to November 30, 2103, the Respondent had a substantial and representative complement of employees. The rest is arithmetic.

10 In this proceeding, the parties differ as to what an appropriate unit should be. The General Counsel argues that an appropriate unit should consist only of the drivers employed by the Respondent at the Toyota Mansfield facility. On the other hand, the Respondent contends that the only appropriate unit should consist of the drivers plus dock workers employed at that facility.

15 It should first be noted that in cases such as this, the bargaining unit need not be the only, or even the most appropriate unit. It is sufficient that the unit be "an" appropriate unit. *Overnite Transportation Co.*, 322 NLRB 723, (1996). See also, *International Bedding Co.*, 356 NLRB No. 168 slip op. at page 2 (2011). In the latter case, and unlike the present case, the Union was petitioning for a unit where drivers would be included with production and maintenance employees, and the Board, over the objection of the Employer, found that such a unit could constitute one of several appropriate units.

20 In this case, the evidence shows that there are substantial differences between the drivers and the dock workers. First, there is the fact that at this particular facility, the history of bargaining between the Union and the predecessor encompassed a unit consisting of drivers and excluding the dock workers. Additionally, the drivers, unlike the dock workers, are required to hold Commercial Driver Licenses, and as over-the-road drivers, they are subject to Department of Transportation rules, including safety rules regulating their hours of work. Only on very rare occasions do drivers perform dock work and dock workers never perform driving work. The drivers are paid at a substantially higher level than dock workers and they are paid principally on a mileage and trip basis instead of on an hourly basis. (Drivers, as opposed to dock workers, are not eligible for overtime pay). Finally, since the schedules of the drivers overlap in only a very limited way with the hours of the dock workers, there is little opportunity for communication between the two groups of employees.

25 In view of the above, I conclude that at the Toyota Mansfield facility a unit consisting only of drivers and excluding dock workers would constitute an appropriate unit. In *FedEx Freight, Inc.*, 04-RC-134614, (October 14, 2014), the Board, citing *Home Depot USA, Inc.*, 331 NLRB 1289, 1291 (2000), denied a Request for Review where an employer contended that a petitioned for unit, (drivers only), was inappropriate because the drivers performed a substantial amount of their time doing dock work. The contention made and rejected was that the only appropriate unit should include the dock workers with the drivers. Member Johnson agreed that the petitioned for unit limited to drivers was appropriate, but stated that he would rely on the Board's traditional community of interest analysis, finding it unnecessary to express view on correctness of *Specialty Healthcare and Rehabilitation Center of Mobile*, 357 NLRB No. 83 (2011).

Turning to the arithmetic. The evidence shows that of the 20 drivers hired by the Respondent for the Mansfield, Toyota facility, 19 had previously been employed by Pumpnickel and had been represented by the Union. Further, of the group of new hires, 13 of the drivers had previously serviced the Toyota Mansfield account. Thus, assuming that a unit of
 5 drivers is appropriate, there is no question but that a majority of the Respondent's drivers employed at this facility had previously been employed by the predecessor and had previously been represented by the Union.² Accordingly, I conclude that the Respondent is a successor, having incurred an obligation to bargain with the Union when it took over Pumpnickel's operations for the Toyota Mansfield facility.³

10 The Respondent argues that even if it should be found to be a successor, its obligation to bargain should cease once it had received evidence in the form of petitions and statements demonstrating that a majority of the employees in the unit no longer desired union representation. Since this occurred less than a month after it commenced operations at the
 15 Toyota Mansfield facility, the Respondent acknowledges that the Decision in *UGL-UNICO Service Co.*, 357 NLRB No. 76 (2011) would be an impediment to such a defense. In that representation case, a Board majority overruled *MV Transportation*, 337 NLRB 770 (2002) and held that where a successor employer acts in accordance with its legal obligation to recognize a union representing the predecessor's employees, the union is entitled to represent those
 20 employees for purposes of bargaining for a reasonable period of time without challenge to its presumed majority status.

The Respondent argues that the present case is sufficiently distinguishable from *UGL-UNICO*, so that the Board's successor bar rule need not be applied. Alternatively, it argues that
 25 the decision in *UGL-UNICO* should be overruled. I do not think that the facts in this case are sufficiently distinguishable from *UGL-UNICO* so as to warrant a different result. Nor am I in a position to overrule existing Board precedent. Accordingly, I shall reject the Respondent's argument in this regard.

30 CONCLUSIONS OF LAW

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

35 2. International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 15, Local 447 is a labor organization within the meaning of Section 2(5) of the Act.

40 3. The appropriate unit consists of all full-time and regular part-time drivers employed by Respondent, performing work for Toyota's Mansfield Massachusetts facility, excluding all other employees, office clerical employees, managerial employees, professional employees, confidential employees, owner operator, guard and supervisors as defined by the Act.

45 4. By refusing to recognize and bargain with the Union as the collective-bargaining representative of its employees employed in the aforesaid unit, the Respondent has violated Section 8(a)(5) and (1) of the Act.

²Even if we added the eight dockmen to the unit, the Union would still represent a majority.

³ The fact that the Respondent took over only a portion of Pumpnickel's operations, (not including the Chrysler Mansfield operation), does not defeat the Union's claim that it is entitled to represent the
 50 employees of that portion of the previous unit that was taken over by the successor. *The Bronx Health Plan*, 326 NLRB 810, 812-813 (1998).

5. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

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THE REMEDY

Having found that the Respondent has engaged an unfair labor practice, I shall recommend that it cease and desist therefrom and take certain affirmative action, including the posting of a Notice, designed to effectuate the policies of the Act.

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In view of my findings that the Respondent is a successor to Pumpnickel, I shall recommend that it be ordered to recognize and bargain with the Union in the unit found to be appropriate.

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The General Counsel requests that the Respondent be required to assemble the employees and have the Notice read to them by its owner or by a Board agent in the presence of its owner. I shall not recommend this type of remedy.

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Requiring an owner or high official of a company, (or a union), to read aloud the notice to its assembled employees has not been typically required except in unusual circumstances. In *Federated Logistics & Operations*, 340 NLRB 255, 256-57 (2003), the Board described this as an “extraordinary” remedy. This remedy, along with others, was imposed in a case where the employer (a) unlawfully interrogated employees; (b) created the impression of surveillance; (c) solicited grievances; (d) promised benefits; (e) threatened employees with the loss of existing benefits; (f) threatened to move its operations; (g) withheld benefits and (h) discriminatorily suspending employees for engaging in protected activity. Moreover, in that case, the results of an election were overturned and the Board ordered a new election. Given these findings, in the context of a pending election situation, a Board majority stated:

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The Board may order extraordinary remedies when the Respondent’s unfair labor practices are “so numerous, pervasive, and outrageous” that such remedies are necessary “to dissipate fully the coercive effects of the unfair labor practices found.” *Fieldcrest Cannon, Inc.*, 318 NLRB 470, 473 (1995) (and cited cases). For example, a public reading of the notice is an “effective but moderate way to let in a warming wind of information, and more important, reassurance.” *J.P. Stevens & Co. v. NLRB*, 417 F.2d 533, 539–540 (5th Cir. 1969).

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There have been a number of recent cases where the Board has required the reading of a notice. But those cases, in my opinion, involve facts substantially different from and more egregious than those in the present case. For example, in *Jason Lopez’ Planet Earth Landscape Inc.*, 358 NLRB No. 46, (2012), the Respondent; (a) illegally laid off the leader of the organizational campaign who also was a witness in the underlying representation case; (b) had illegally laid off two employees in a unit of 15 employees right after the election; and (c)

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In *Carey Salt Company, a Subsidiary of Compass Minerals International, Inc.*, 360 NLRB No. 38 (2014), the Board concluded that the Respondent violated Sections 8(a)(1),(4) & (5) of the Act by (a) threatening employees that it would withhold a scheduled wage increase until it successfully resisted a petition for injunctive relief; (b) delaying or withholding a scheduled wage increase because of the injunction litigation; and (c) refusing to bargain in good faith by

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conditioning bargaining on the union persuading the Board to discontinued the injunction litigation. In that case, the Board noted that the Respondent was a repeat offender, in that a prior unfair labor practice findings had been enforced in substantial part by the Fifth Circuit Court of Appeals.

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In *Excel Case Ready*, 334 NLRB 4, 5 (2001), the Board granted this type of remedy after it found that the Respondent, at the outset of a union organizing campaign, (a) coercively interrogated employees; (b) threatened them with the loss of their 401(k) plan; (c) threatened to make their lives a “living hell” and (d) illegally discharged five employees in a unit of 32 employees.

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In *McAllister Towing & Transportation Company, Inc.*, 341 394 (2004), the Board ordered the Respondent to permit a Board agent to read the Notice aloud to the assembled employees in the presence of a management official. In that case, the Board held that the Respondent violated the Act by accelerating the timing of a mid-year wage increase in order to influence the outcome of an election. It also found unlawful, the Respondent’s postelection extension of its 401(k) plan to employees and the granting of five paid holidays. It should be noted that the *McAllister* case, in addition to involving a rerun election, involved a component that indicated a disregard for the Board’s processes which may have warranted a conclusion that it would likely violate the Act in the future. In that case, the Board found that Respondent’s counsel deliberately refused and/or delayed the production of documents that had been subpoenaed by the General Counsel. The Board stated, inter alia, that this course of behavior was carried out in a way that was “likely to prejudice the General Counsel’s case and the overall proceeding.”

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In my opinion, the conduct of the Respondent in this particular case is not sufficiently egregious so as to warrant the granting of this “extraordinary” remedy. Indeed, the violation here really amounts to a status finding. Apart from the legal issue of whether or not the Respondent is a successor, it has not in any other manner, engaged in conduct designed to threaten, restrain or coerce its employees. Nor has it been shown that the Respondent has violated the Act in the past or that it likely will violate the Act in the future.

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On these findings of fact and conclusions of law and on the entire record, I issue the following recommended ⁴

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ORDER

The Respondent, Lily Transportation Corp., its officers, agents, successors, and assigns, shall

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1. Cease and desist from

(a) Refusing to recognize and bargain with International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 15, Local 447, as the exclusive collective

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⁴ If no exceptions are filed as provided by Section 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.

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bargaining representative of its drivers employed at the Respondent’s operations at the Toyota facility in Mansfield, Massachusetts.

5 (b) 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.

10 (a) Recognize and, on request, bargain collectively with International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 15, Local 447, as the exclusive representative of Respondent’s employees in the unit describe above and if an agreement is reached, embody such agreement in a signed document.

15 (b) Within 14 days after service by the Region, post at its Mansfield, Massachusetts facility, copies of the attached notice marked “Appendix.”⁵ Copies of the notice, on forms provided by the Regional Director for Region 1 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 the physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or 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 the Toyota Mansfield, Massachusetts facility, at any time since November 27, 2013.

25 (c) 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. December 29, 2014

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Raymond P. Green
Administrative Law Judge

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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.”

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 the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and bargain with International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 15, Local 447 as the collective bargaining representative of our drivers located at the Toyota Mansfield, Massachusetts facility.

WE WILL NOT in any like or related manner interfere with, restrain or coerce our employees in the rights guaranteed to them by Section 7 of the Act.

WE WILL on request, bargain with International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 15, Local 447 as the exclusive representative of the employees in the appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

Lily Transportation Corp.

(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.nlr.gov.

10 Causeway Street, 6th Floor
Boston, Massachusetts 02222-1072
Hours of Operation: 8:30 a.m. to 5 p.m.
617-565-6700.

The Administrative Law Judge’s decision can be found at www.nlr.gov/case/01-CA-118372 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



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, 617-565-6701.