



United States Government

NATIONAL LABOR RELATIONS BOARD

OFFICE OF THE GENERAL COUNSEL

Washington, DC 20570-0001

May 16, 2017

Ms. Catherine O'Hagan Wolfe, Clerk of the Court
United States Court of Appeals
for the Second Circuit
Thurgood Marshall U.S. Courthouse
40 Foley Square
New York, NY 10007

Re: 2d Cir. No. 16-2954, 16-3187—*NLRB v. Rochester Regional
Joint Board Local 14A*
Board Case Nos. 03-CC-137244, 03-CB-13752

Dear Ms. Wolfe:

I am writing to bring the Court's attention to a missing page in the Board's supplemental appendix that was filed with the Board's brief. In preparing for oral argument scheduled for May 18, 2017, the Board's counsel has learned that the Board's complaint set forth in the supplemental appendix is missing page 6 of that 8 page document. The Board has attached that page as supplemental appendix page number 14A.

If you have any questions about this letter, please contact David Seid (202-273-2941).

Very truly yours,

s/ Linda Dreeben

Linda Dreeben

Deputy Associate General Counsel

NATIONAL LABOR RELATIONS BOARD

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cc Michael T. Harren, Esq.

Kimberly K. Harding, Esq.

Michael A. Hausknecht, Esq.

Attachment

XI

By entering into and maintaining the Agreement described above in paragraph VII(a), Respondent has entered into and maintained an agreement in which the Employer has agreed not to do business with any other employer or person.

XII

By the conduct described above in paragraphs VIII, IX and X, Respondent has been violating Section 8(b)(4)(ii)(A) and (B) of the Act.

XIII

By the conduct described above in paragraphs VII(a) and XI, Respondent has been violating Section 8(e) of the Act.

XIV

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs VIII, IX, X, and XII, the General Counsel seeks an Order requiring Respondent to withdraw its grievance and lawsuit described above in paragraph VIII(e) and (f).

WHEREFORE, as an additional remedy for the unfair labor practices alleged above in paragraphs XI and XIII, the General Counsel seeks an order requiring that Respondent rescind and give no effect to that portion of Article 22 of the Agreement that provides that the Agreement be binding on a lessee when there is a transfer by lease.

The General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.