April 3, 2018
BCO-063

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No. 18-1535
	:	
v.	:	Board Case No.:
	:	06-CA-192273
PITTSBURGH ATHLETIC ASSOCIATION	:	
	:	
Respondent	:	

JUDGMENT

Before: RESTREPO, BIBAS, and NYGAARD, Circuit Judges

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, Pittsburgh Athletic Association, its officers, agents, successors, and assigns, on February 22, 2018, in Board Case No. 06-CA-192273; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Third Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Pittsburgh Athletic Association, Pittsburgh, Pennsylvania, its officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth in its order. (See attached Order and Appendices)

Mandate shall issue forthwith.

BY THE COURT

s/Stephanos Bibas
Circuit Judge

DATED: April 5, 2018

NATIONAL LABOR RELATIONS BOARD

v.

PITTSBURGH ATHLETIC ASSOCIATION

ORDER

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, AFL-CIO, CLC (the Union) as the collective-bargaining representative of all employees in the unit.

   (b) Unilaterally failing to remit to the Union dues and fees deducted from its unit employees' wages.

   (c) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

   (a) Upon request, bargain collectively with UNITE HERE Local 57, AFL-CIO, CLC as the exclusive representative of the unit employees, with respect to pay, wages, hours of employment and other conditions of employment, and if an understanding is reached, reduce it to writing and sign it.

   (b) Make whole the Union in the manner and amount specified in the attached document marked as Appendix B, the amounts of which correspond to the unit employees, set forth opposite their respective names, subject to Bankruptcy Court approval and payment made pursuant to the terms of a Chapter 11 plan.

(c) Within 14 days of service by the Region, post at its facility copies of the attached notice marked as Appendix A. Copies of the notice, on forms provided by 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, the Respondent shall distribute notices electronically, 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. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(d) The Respondent shall duplicate and mail, at its own expense, a copy of the attached notice marked Appendix A, to all current employees and former employees employed by the Respondent at any time since October 2016.

(e) 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 the Respondent has taken to comply.

APPENDIX A

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS.

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to bargain in good faith with UNITE HERE Local 57, AFL-CIO (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit (the unit):

> All full-time and regular part-time food and beverage and housekeeping employees employed by the Respondent at its Pittsburgh, Pennsylvania facility; excluding guards, professional employees and supervisors as defined in the Act and all other employees.

WE WILL NOT fail to remit unit employees' dues to the Union.

WE WILL NOT in any other manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the unit employees.

WE WILL make whole the Union for the amounts of dues we deducted from unit employees but failed to remit to the Union.

PITTSBURGH ATHLETIC ASSOCIATION

The Board's decision can be found at www.nlrb.gov/case/06-CA-192273 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX B

Pittsburgh Athletic Association				
Case 06-CA-192273				
	Dues Deducted and Not Remitted, September 2016 to May 30, 2017			
Last Name	**First Name**		**Amount due to Union**[2]	
DeMartino	Michael		274.82	
Dilembo	Maria		235.56	
Dinardo	Joseph		80	
Dochev	Diyan		274.82	
Engel	Mary Ann		274.82	
Englert	Kenneth		157.04	
Frey	John		274.82	
Gebet	Ronald		294.45	
Hines	Donald		255.19	
Hruska	David		294.45	
Ismaeli	Ruqqayah		19.63	
Johnson	Brian		294.45	
LaGoy	Alice		78.52	
Madorsky	Alla		19.63	
McPherson	Mark		39.26	
McPherson, Jr.	Stanley		274.82	
Scott	John		314.08	
Smetana	Joseph		8	
Stanziola	Rachel		58.89	
Tratras	John		294.45	
Turkovich	David		39.26	
Varion	Jeffrey		294.45	
Volk	Mark		274.82	
Williams	Antwaun		19.63	
Wilson	Brian		294.45	
Wolfram	Nancy		235.56	
		Total due to Union	4975.87	

[2] The Respondent owes the claimants an undetermined amount of post-petition interest accruing from amounts claimed in Appendix B. Post-Petition interest is payable pursuant to 11 U.S.C. §726(a)(5) if Respondent is solvent at the close of the case. The Region reserves the right to amend its Proof of Claim regarding Post-Petition interest.