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

TDY INDUSTRIES, LLC,
d/b/a ATI SPECIALTY ALLOWS AND COMPONENTS,
MILLERSBURG OPERATIONS

and

Cases 19–CA–227649
19–CA–227650

UNITED STEELWORKERS OF AMERICA,
LOCAL 6163

Sarah C. Ingebritsen, Esq.,
for the General Counsel.

Daniel Adlong, Esq. and
Ursula Kienbaum, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

ELEANOR LAWS, Administrative Law Judge. This case was tried in Portland, Oregon, on June 3, 2019. The United Steelworkers of America, Local 6163 (Charging Party or Union) filed the charges on September 20, 2018,[1] and the General Counsel issued the complaint on January 31, 2019. TDY Industries, LLC, d/b/a ATI Specialty Alloys and Components, Millersburg Operations (the Respondent) filed a timely answer denying all material allegations.

The complaint alleges the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act) by failing to provide the Union with requested information.

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

[1] All dates are in 2018 unless otherwise indicated.

Findings of Fact

I. JURISDICTION

The Respondent, a limited liability company with an office and place of business in Albany, Oregon, manufactures specialty alloys and components. The parties admit, 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 and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Facts

1. The Respondent and the Union

The Respondent is comprised of two business segments: flat rolled products and high performance materials and components, referred to as HPMC. The ATI Millersburg facility at issue here is part of the HPMC segment.[2] The Respondent has 39 locations across the United States, with 36 collective-bargaining agreements (CBAs).

At all relevant times, Terrence Brown was the Respondent's director of benefits for approximately 7,000 employees across the United States. Hilary Stephens was the process leader of benefits, responsible for insurance benefits matters at the Millersburg facility. She reported to the HPMC benefits manager, which was vacant during the relevant time period. The vice president of operations at Millersburg was Mike Bernard.

The Respondent and the Union have entered into successive CBAs, the most recent effective as of June 1, 2018, with the following unit of employees:

> All employees of Respondent at the Albany facility, excluding office, clerical employees, technical and laboratory employees, professional employees and guards and supervisors as defined in the Act.

The bargaining unit consists of approximately 500 employees.

Aaron Watts has worked for the Respondent since February 1995, and has been the Union's grievance chairperson for about 13 years. In his capacity as grievance chairperson, Watts advises union stewards and works with human resources (HR) on grievances and contract administration. Joseph Eddings, a press operator who has worked for the Respondent since 2007, serves as the local Union's president.

[2] The terms "Albany facility" and "Millersburg facility" are interchangeable.

2. Death benefit information request

The CBA covers various employee benefits, some of which survive the employee. A pension plan provides survival benefits. Surviving spouses remain eligible for medical insurance of a retiree, and dependents are entitled to medical insurance for specified time periods following the death of an active employee. The CBA also provides for various types of life insurance that confer a benefit once an employee dies, as well as a disability benefit with an optional benefit available on the employee's death. Other policies, such as an accidental death and dismemberment policy, a 401k, and a business travel accident plan, provide for payment upon an employee's death.

Importantly here, the Respondent oversees administration of a pre-retirement death benefit, which provides for a lump sum payment to a surviving spouse in the event a covered employee or former employee passes away. (GC Exh. 7, p. 15.)[3] The Union learned that a widow of one of its members may not have received this benefit, prompting concern that other members also may not have received it.

On May 25, 2018, Watts sent the following email to Stephens:

> Its (sic) been brought to my attention that we need to audit the death benefits. Is there an easy way to get records on death benefits paid out over the last 10 years? Also the surviving spouse benefits and earned pension benefits after deaths for both active and terminated, as well as retired employees. Please let me know if you have questions, I will work with you best I can. Thanks.

(GC Exh. 2.) Stephens responded the same day, stating, "I'm sure it's possible. Let me see what all I can gather. I'll reach out for specifics if I need anything additional. Is there something not going right? I haven't heard any rumbling on that." Later that evening, Stephens reached out to Brown to ask if the information Watts requested could be easily obtained. Brown responded on May 29, "What is he referring to . . . life insurance, pension or both? It would help if he could point to a few examples we could research." (R Exh. 2.)

Watts and Stephens met a few times to discuss, among other matters, how best to obtain the information regarding the death benefit. During one such meeting with Eddings also present, Watts showed Stephens the summary plan description (SPD) for the pension plan, and showed her where the lump sum death benefit was described within the SPD. Watts and Stephens agreed to start with a snapshot of employees who had passed away and determine whether or not they had received the benefit.

Shortly after this meeting, Stephens was on extended leave tending to her terminally ill husband. In Stephens' absence, Watts spoke to Stephanie O'Connor in HR, who in turn referred

[3] Abbreviations used in this decision are as follows: "Tr." for transcript; "GC Exh." for the General Counsel's exhibit; and "R Exh." for the Respondent's exhibit. Although I have included some citations to the record, I emphasize that my findings and conclusions are based not solely on the evidence specifically cited, but rather are based on my review and consideration of the entire record.

him to Brown.[4] On July 12, Watts sent an email to Brown stating that he and Stephens had been working on outstanding issues, including employee years of service, pension credits, 401k questions, and unpaid death benefits. Watts asked if Brown could help facilitate audits Stephens was going to look into performing for "multiple problems" with the initial issues being years of service and death benefits. (GC Exh. 3.)

Brown responded to Watts the same day, stating he was unaware of the specific issues Stephens and he had been working on, voicing his hope that Stephens would return on August 1, and stating he would do some research in the meantime. Watts replied that the Union had been trying to get correct calculations for employees' and retirees' years of service, and he and Stephens had been working together and experiencing some frustration from the benefits center on the matter. With regard to the death benefit, Watts stated:

> As for the death benefit, I don't recall ever receiveing [sic] notification when a payment is made. Of recent deaths, we called two. One did not know if a payment was received, the other was told they were not entitled to payment. While we do not agree this spouse was not entitled, we asked for clarification from the company to this effect, and requested records of payment that have been made. This may also benefit from an audit.
>
> Please let me know what other details you may need to look into this further.

Brown responded on July 17 with a question about the years of service issue. He also asked Watts the following two questions: "Can you please also clarify the 'death benefit' you mentioned below?"; and "Are you saying there were two recent deaths of active employees and no benefit was paid to a beneficiary?" Watts responded, in pertinent part, "Yes, we are concerned eligible beneficiaries may not be getting their death benefits." (GC Exh. 3.)

Watts sent a follow-up status check email to Brown on August 15. Brown responded the same day, apologizing for the delay. He clarified the issue with regard to years of service and concluded by stating, "I'm still unclear on the issue you mentioned on death benefits, but Hilary and I are happy to investigate further if you could provide more details." Watts replied, expressing some confusion on the years of service matter, and stating, "I appreciate your willingness to look into the death benefit further. If we could get our information requests fulfilled, I should be able to provide more specifics." Watts perceived Brown was resistant to respond, so he tried to be more clear, and asked on September 5, "Who were the last 30 employees to pass away?" (GC Exh. 3; Tr. 30.) He did not receive a response.

3. Michael Marthaller information. request

On June 12, the Union filed a grievance alleging the Respondent had denied promotional opportunities to bargaining-unit employees by hiring underqualified employees from outside to perform machining duties. (GC Exh. 8.) The grievance was filed with Ursula Kienbaum, an outside attorney the Respondent had hired to help with HR matters.

[4] O'Connor did not know the details of what Watts and Stephens discussed.

The Union's grievance was based on Watts' belief the Respondent had hired an underqualified employee, Michael Marthaller, to perform in the "A machinist" position. On June 12, Watts sent Kienbaum an email referencing the grievance, and requesting the following information:

> On the recent machinist hired off the street (Michael Marthaller) , please provide all of his qualifications, resume, prior work experience, any pre-hire testing and results, interview Q&A, transcripts and any other information referenced during the hiring process.
>
> What job, area, shift is he hired for?
>
> Please provide the bid notice for the position which went vacant, resulting in hiring off the street.
>
> We are grieving this hiring action and see it as related to the deferred board charge. We are willing to amend the deferred grievance to include this because the issue is directly related.

(GC Exh. 4.)

Kienbaum responded on June 27, providing the date of hire, shift, position, the name of the person Marthaller was hired to replace, and a copy of the job announcement.[5] Kienbaum expressed concerns about the scope of Watts' request, the relevance to the grievance, and confidentiality concerns regarding Marthaller's application and interview materials. She informed Watts that Marthaller graduated with an AAS degree in machine tool technologies from Linn Benton Community College, and he did not undergo pre-hire testing. Kienbaum offered to discuss any questions Watts had about the bidding process and told him it would help to have a better understanding of the basis for his request for Marthaller's application materials before responding. (GC Exh. 4.)

Kienbaum went on vacation in August and had difficulty getting home due to severe weather. (R Exh. 3.) On August 17, Kienbaum sent Watts an email informing him she wanted to schedule some step-2 meetings. Kienbaum noted she had back-to-back arbitrations over the next couple of weeks, and offered to meet the week of September 10. (R Exh. 4.)

At some point prior to September 13, Kienbaum provided Watts with Marthaller's certificate of machine tool. On September 13, Watts and Kienbaum discussed Marthaller's qualifications at a grievance meeting, and Watts explained why he requested the information about Marthaller.[6] On September 14, Kienbaum provided Marthaller's resume and cover letter, as well as information about his machining abilities and test scores. (GC Exh. 5.)

[5] Prior to the substantive June 27, response, Kienbaum told Watts on June 12 that she was going out of state for a week, and would turn to the information request when she got back. (R Exh. 1.)

[6] The grievance meetings occurred on roughly a monthly basis. In the mid-September meeting, Eddings and Bernard were present, and grievances other than the one filed regarding Marthaller were discussed.

On September 17, Watts asked if there was any other information regarding Marthaller, including transcripts. Kienbaum responded, stating, "You didn't ask for his transcript in our meeting - you asked for his resume. Why do you need his transcript now? Does he know that you're asking for all of this information?" Watts replied, reminding Kienbaum he had previously requested all of Marthaller's qualifications. Later that afternoon, he asked if the information could be provided by tomorrow, to include, "Everything the company has on file including but not limited to, any interview Q&A, transcripts, previous work history, tests (that have not yet been provided), any communication with LBCC, letters of recommendation, etc." (GC Exh. 5.)

Later the same evening, Kienbaum emailed Watts, expressing her belief that his request for all of Marthaller's application materials was overly broad, and stating she would need an explanation of relevance before providing additional application material. She attached two letters of recommendation for Marthaller, as well as his final grades for his machine tool technology degree and photographs of the machining work he had provided with his application.

B. Decision and Analysis

Pursuant to Section 8(a)(5) of the Act, each party to a bargaining relationship is required to bargain in good faith. Part of that obligation is that both sides are required to furnish relevant information upon request. *NLRB v. Acme Industrial Co*., 385 U.S. 432 (1967).

The employer's duty to provide relevant information exists because without the information, the union is unable to perform its statutory duties as the employees' bargaining agent. Like a flat refusal to bargain, "[t]he refusal of an employer to provide a bargaining agent with information relevant to the Union's task of representing its constituency is a per se violation of the Act" without regard to the employer's subjective good or bad faith. *Brooklyn Union Gas Co*., 220 NLRB 189, 191 (1975); *Procter & Gamble Mfg. Co.*, 237 NLRB 747, 751 (1978), enfd. 603 F.2d 1310 (8th Cir. 1979). In determining possible relevance, the Board does not pass upon the merits, and the labor organization is not required to demonstrate that the information is accurate, not hearsay, or even ultimately reliable. *Postal Service*, 337 NLRB 820, 822 (2002).

In relation to information sought during the term of an existing contract, a Union's responsibilities include: (a) monitoring compliance and effectively policing the collective-bargaining agreement, (b) enforcing provisions of a collective-bargaining agreement, and (c) processing grievances. *Am. Signature, Inc*., 334 NLRB 880, 885 (2001). If the information sought relates to the processing of a grievance, (or potential grievance), the legal test is whether the information is relevant to the grievance and the determination of relevancy is made based on a liberal, discovery type of standard. *Acme,* 385 U.S. at 437; *Knappton Mar. Corp.*, 292 NLRB 236 (1988).

Information concerning employees in the bargaining unit and their terms and conditions of employment, is deemed "so intrinsic to the core of the employer-employee relationship" to be presumptively relevant. *Disneyland Park*, 350 NLRB 1256, 1257 (2007); *Sands Hotel & Casino*, 324 NLRB 1101, 1109 (1997). Presumptively relevant information must be furnished on request to employees' collective-bargaining representatives unless the employer establishes a legitimate affirmative defense to the production of the information. *Metta Electric*, 349 NLRB

1088 (2007); *Postal Service*, 332 NLRB 635 (2000). "If an employer effectively rebuts the presumption of relevance, however, or otherwise shows that it has a valid reason for not providing the requested information, the employer is excused from providing the information or from providing it in the form requested." *United Parcel Service of America.*, 362 NLRB 160, 162 (2015).

When the requested information does not concern subjects directly pertaining to the bargaining unit, such material is not presumptively relevant, and the burden is upon the labor organization to demonstrate the relevance of the material sought. *Disneyland Park,* supra, at 1257; *Richmond Health Care*, 332 NLRB 1304, 1305, fn. 1 (2000). To determine relevance, the Board uses a "liberal, discovery-type standard" that requires only that the requested information have "some bearing upon" the issue between the parties and be "of probable use to the labor organization in carrying out its statutory responsibilities." *Public Service Co. of New Mexico*, 360 NLRB 573, 574 (2014); *Postal Service*, 332 NLRB at 636.

1. Death benefit information request

The information request pertaining to the death benefit is presumptively relevant, as the benefit pertains to the terms and conditions of employment for bargaining-unit employees, as embodied in the CBA.

The context of this case presents a highly unique situation. Stephens, the individual who was cooperatively working with the Union to respond to the information request, left the workplace under dire emergency circumstances. The position above Stephens was vacant, leaving the response to the information request to Brown, who worked at the national level overseeing 36 collective-bargaining agreements. Brown, who was not involved in the communications between Watts and Stephens about the specific death benefit contained in the SPD, promptly asked Watts to clarify what he meant by the death benefit, as the record shows several benefits are triggered by an employee's death. Even the Union's local president, when asked about a death benefit, mentioned more than one benefit, and his response makes clear the term "death benefit" is vague:

> Q. To your knowledge, are you aware of whether Respondent provides anything you would call a death benefit to unit employees?
> A Yes. There's a life insurance benefit that's in the contract – the CBA. And then there's an additional – I guess you'd call it additional death benefit.

(Tr. 104.) I find the Union failed to meaningfully respond to Brown's request for clarification about what "death benefit" the Union was referring to in its information request, thwarting his attempts to comply.

The General Counsel asserts that Stephens' knowledge regarding which benefit the Union was requesting information about should be imputed to Brown. "[I]t is well established that the Board imputes a manager's or supervisor's knowledge of an employee's protected concerted activities to the decisionmaker, unless the employer affirmatively establishes

a basis for negating such imputation." *G4S Secure Solutions (USA) Inc*., 364 NLRB No. 92 (2016), slip op. at 3. The evidence of the unique circumstances detailed above establishes a basis for negating the imputation of liability in the wake of Stephens' absence.

That said, the Respondent, without any justification, failed to respond to Watts' follow-up request for the names of the last 30 employees to pass away. Moreover, at least by the time of the hearing, the Respondent knew which death benefit was the subject of Watts' information request. The Respondent's failure to provide the information regarding the last 30 employees to pass away, and the Respondent's failure to provide information about the death benefit in response to Watts' May 25, 2018 request once the confusion subsided, constitute violations of Section 8(a)(5) and (1) of the Act.

2. Michael Marthaller information request

The request for Marthaller's qualifications is clearly relevant to the grievance the Union filed alleging the Respondent had denied promotional opportunities to bargaining-unit employees by hiring underqualified employees from outside to perform machining duties.

"An unreasonable delay in furnishing such information is as much of a violation of Section 8(a)(5) of the Act as a refusal to furnish the information at all." *Valley Inventory Service*, 295 NLRB 1163, 1166 (1989). "The duty to furnish information requires a reasonable good-faith effort to respond to the request as soon circumstances allow." *Monmouth Care Center*, 354 NLRB 11, 52 (2009), reaffirmed, 356 NLRB 152 (2010); *Good Life Beverage Co*., 312 NLRB 1060, 1062 fn. 9 (1993). When evaluating the promptness of responding to an information request, "the Board will consider the complexity and extent of the information sought, its availability and the difficulty in retrieving the information." *West Penn Power Co*., 339 NLRB 585, 587 (2003). "Absent evidence justifying an employer's delay in furnishing a union with relevant information, such a delay will constitute a violation of Section 8(a)(5) inasmuch 'as the Union was entitled to the information at the time it made its initial request, [and] it was Respondent's duty to furnish it as promptly as possible.'" *Woodland Clinic*, 331 NLRB 735, 737 (2000), quoting, *Pennco, Inc*., 212 NLRB 677, 678 (1974).

Here, Kienbaum provided some of the information promptly upon her return to the office following Watts' June 12 request. She waited until September 14, to provide Marthaller's resume and cover letter, as well as information about his machining abilities and test scores. Finally, on September 17, she provided two letters of recommendation and Marthaller's final grades for his machine tool technology degree and photographs of the machining work he had provided with his application. This information was not complex or voluminous, and it was readily available to the Respondent. It should have been provided without incident.

The Respondent cites to *United Parcel Service of America*, supra, to argue that once the employer articulates concerns about an information request and makes an offer to cooperate, the Union may not ignore the employer's concerns or refuse to discuss a possible accommodation even when the requested information is presumptively relevant.[7] But the issue here is one of

[7] *United Parcel Service* involved requests, every 10 days, for voluminous detailed information relating to each of 45 drivers in the bargaining unit.

delay, thus arguments about whether the Respondent had good reason to withhold the information are inapposite. The presumptively relevant information was eventually produced, leading to the conclusion that any confidentiality, overbreadth, or concerns were not in the end legitimate justifications for withholding the information. Moreover, the evidence points to unnecessary delay. Watts clearly included Marthaller's transcripts in his June 12 written request. Yet on September 17, Kienbaum said, "You didn't ask for his transcript in our meeting - you asked for his resume. Why do you need his transcript now?" Marthaller was not required to repeat his request for the transcript at the subsequent meeting in order to keep it alive.

Put simply, the request should have been responded to when it was made to the best of the Respondent's ability. See *Michigan Bell Telephone Co*., 367 NLRB No. 74 (2019)(7-week delay in responding to simple request unlawful). The Union was not required to wait for a meeting with the Respondent, and was not required to narrow its basic request.

Considering the totality of the circumstances, I find the Respondent violated Section 8(a)(5) and (1) of the Act by failing to respond fully to the Union's June 12 information request for more than 3 months.

CONCLUSIONS OF LAW

1. By failing to provide the Union with relevant requested information, the Respondent has violated Section 8(a)(5) and (1) of the Act.

2. By unreasonably delaying providing the Union with relevant requested information, the Respondent has violated Section 8(a)(5) and (1) of the Act.

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

REMEDY

Having found that the Respondent engaged in certain unfair labor practices, my recommended order requires them to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Affirmatively Respondent must forthwith furnish the information necessary and relevant to the performance of the Union's duties as the exclusive collective-bargaining representative of Respondent's employees that it unlawfully withheld.

The Respondent will be ordered to cease and desist from refusing to provide relevant information or unduly delaying in providing relevant requested information to the Union.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[8]

ORDER

The Respondent, TDY Industries, LLC d/b/a ATI Specialty Alloys and Components, Millersburg Operations, Albany, Oregon, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Failing and refusing to bargain in good faith with the United Steel Workers of America Local 6163 (the Union) by delaying or refusing to furnish it with information that is relevant and necessary to the Union's performance as the collective-bargaining representative of Respondent's bargaining unit employees in its Albany, Oregon facility.

(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:

(a) Within 14 days, provide to the Union an audit of the death benefits paid out over the last 10 years as well as surviving spouse benefits and earned pension benefits for both active and terminated, as well as retired employees.

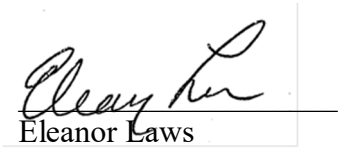
(b) Within 14 days after service by the Region, post at its Albany, Oregon facility copies of the attached notice marked "Appendix."[9] Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representative, shall be posted by 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 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 June 12, 2018.

[8] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[9] 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."

(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., September 25, 2019.



Eleanor Laws
Administrative Law Judge

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 interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT refuse to bargain collectively with the United Steel Workers of America Local 6163 (the Union) as your exclusive collective-bargaining representative by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT refuse to bargain collectively with the Union by failing to respond in a timely manner to the Union's requests for presumptively relevant information.

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

WE WILL provide the Union with an audit of the death benefits paid out over the last 10 years as well as surviving spouse benefits and earned pension benefits for both active and terminated, as well as retired employees.

TDY INDUSTRIES, LLC,
d/b/a ATI SPECIALTY ALLOWS AND
COMPONENTS, MILLERSBURG OPERATIONS
(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

915 2nd Avenue, Room 2948, Seattle, WA 98174-1078
(206) 220-6300, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/19-CA-227649 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 Street, S.E., 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, (206) 220-6284.