JD(NY)-22-16
Brooklyn, NY

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

COMMUNICATION WORKERS OF
AMERICA LOCAL 1109, AFL–CIO

and Case No. 29–CB–134066

CABLEVISION SYSTEMS
NEW YORK CITY CORPORATION

Rachael Zweighaft, Esq.,
for the General Counsel.

Gabrielle Semel, Esq.,
of Brooklyn, New York
for the Respondent.

Daniel Kirschbaum, Esq.,
(Kauff, McClain, & Margolis, LLP),
of New York, New York
for the Charging Party.

DECISION

STATEMENT OF THE CASE

MINDY E. LANDOW, Administrative Law Judge. Based upon charges filed by Cablevision Systems New York City Corporation (Cablevision or Employer) against Communication Workers of America Local 1109, AFL–CIO (Respondent or Union) a complaint and notice of hearing (complaint) issued in this matter on July 15, 2015.[1] The complaint alleges that the Union, by its agent Malcolm Hayes, violated Section 8(b)(1)(A) of the Act by threatening to sue employees if they continued to solicit signatures for a petition to decertify the Union as their exclusive collective-bargaining representative. Respondent filed an answer on July 30, denying the material allegtions of the complaint. This case was tried before me in Brooklyn, New York on October 26.

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

[1] All dates are in 2015 unless otherwise indicated.

Findings of Fact

I. JURISDICTION

At all material times, Cablevision has been a domestic corporation with its corporate offices located at 1111 Stewart Avenue, Bethpage, New York and with facilities located in Brooklyn, New York at 9502 Avenue D (the 96th Street facility), 1095 East 45th Street (the 45th Street facility and 827 East 92nd Street (the 92nd Street facility), and has been engaged in the business of providing broadband cable communication services to residential and commercial customers in Brooklyn, New York. Annually, in the course and conduct of its business operations described above, Cablevision derives gross revenues in excess of $500,000 and purchases and receives at its Brooklyn facilities in New York State, goods and services valued in excess of $5,000 directly from suppliers located outside the State of New York.

It is admitted, and I find that at all material times Cablevision has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the act. It is also admitted, and that the Union has been a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Background

At all material times, Respondent has been the collective-bargaining representative for all full-time and part-time field service technicians, outside plant technicians, audit technicians, inside plant technicians, construction technicians, network fiber technicians, logistics associates, regional control center (RCC) representatives and coordinators employed by the Employer at its Brooklyn, New York facilities, including those set forth above.

In July 2014, certain bargaining unit employees were engaged in an effort to decertify the Union as their collective-bargaining representative. These included Elizabeth Parkin, Bree Vandroff and Juanita Andjuaar, among others. Parkin, who testified herein, assisted with collecting signatures from employees demonstrating their support for decertification.

On or about July 30, Malcolm Hayes, an admitted union representative, received communications consisting of phone calls and text messages from unit employees advising him of the decertification effort. Hayes testified that he heard that the decertification petition was being circulated by employees on company time and employees were being told that if they signed the petition they would receive raises, and several of them stated that they felt they had been misled. Certain employees provided Hayes with signed statements asking that their names be removed from the decertification petition.

The following day, Hayes approached Parkin outside her place of work, the 92nd Street facility, where a barbeque being held by the Employer was underway. These two individuals who have known each other for a number of years and have an otherwise friendly relationship, exchanged comments about the event and other matters. Hayes told Parkin that employees who signed the decertification petition stated whey were tricked into doing so, an assertion which Parkin denied. Hayes then gave Parkin three signed statements from employees, asking that their names be removed from the decertification petition. Parkin stated that she would give the statements to Andjuaar, and that their names would be removed, stating that, “we don’t need them.”

Hayes then told Parkin that, "We need them off in like 24 hours. You have my email address?" Parking reiterated that she would give the names to Andjuaar and the names would be removed from the petition. Hayes again told Parkin to email about the removal of the names. According to a recording of the event, and a corresponding transcript, which was corroborated by the credible testimony of Parkin, the conversation then continued as follows:

> Mr. Hayes: I'm just giving you the heads up because if we don't get it you better get a lawyer.
> Ms. Parkin: No, I'm going to – people signed it of their own fruition.
> Mr. Hayes: I just want you to understand, to be perfectly clear that CWA we're probably going to personally sue y'all.
> Ms. Parkin: It's not y'all. Y'all are suing Cablevision. I don't give a fuck about Cablevision.
> Mr. Hayes: No, no, we're not going after Cablevision, we're going after y'all personally.

On August 4, Cablevision filed charges against the Union. Among other things, it alleged that Hayes' actions had intimidated and retaliated against the decertification petitioners because of "their lawful attempts to obtain signatures from Cablevision Brooklyn employees in support of rejecting CWA Local 1109 as their bargaining agent."

The "Open Letter" to Cablevision Employees

Subsequent to the filing of the charge, Hayes, on CWA Local 1109 letterhead, sent the following letter to employees entitled "Open Letter to Liz, Juanita and Bree:"

> I have learned that Cablevision filed an unfair labor practice charge against CWA alleging that I threatened you because of your attempts to get signatures on papers seeking to decertify the Union.
>
> I am writing this open letter to the three of you to clarify what I said in light of obvious confusion and to assure you that anything I said concerned your getting signatures. What I tried to discuss with you was the things that I was told you were telling people while trying to get signatures.
>
> The issue I raised mainly with Liz, but with Juanita as well, is that I was being told that the three of you were telling Cablevision employees tht if they sign the papers you gave them to sign, they would get a raise. I heard this from several people and I was telling Liz and Juanita that they should not be saying that to the Cablevision workers. Several workers told me that they felt tricked into signing the papers and were angry about it.
>
> In fact, when I spoke with Liz, I gave her three letters from workers who wanted their names taken off your list. I asked Liz to confirm to me that these names would be taken off within 24 hours and she said that she would do so. I gave her my email address so that she could send me a confirming email.
>
> I also told Liz that if I did not get an email within 24 hours she would need to get a lawyer because CWA would sue the three of you. I meant that CWA would file charges against you for misrepresenting what you are asking workers to sign. I misspoke when I said "sue" for which I apologize. I have since learned that the correct phraseology is "file charges."

I am most surprised that Liz is included in this charge as we had a very friendly conversation. We discussed that we went way back and she said that this is not about me and her, but that we disagreed on something and that is okay.

My conversations with Juanita and Bree were much shorter. I asked both Juanita and Bree if they were collecting signatures while on the clock because various workers had contacted me telling me that is what they were doing. I asked Juanita if she was collecting signatures while on the clock and she said it was her day-off. I told her that made a lot more sense. I asked Bree the same question. I asked that question because if you were on the clock, and Cablevision was aware of what you were doing, it would be an unfair labor practice on Cablevision's part.

I hope the above clarifies any confusion. You have the right to collect signatures in an attempt to decertify the Union just as the Union has a right to try to convince workers that the Union is in their best interests. You do not have the right to misrepresent, however, and that was the issue I was trying to address.

I hope that with this letter we will once again be on good terms.

This letter was personally delivered to Parkin, Vandroff and Andjuaar and distributed by email to all other employees for whom the Union had email addresses.

Analysis and Conclusions

Contentions of the Parties

Relying primarily upon *United Steelworkers of America Local 1397, AFL–CIO (United States Steel Corp.)*, 240 NLRB 848, 849 (1979), the General Counsel has contended that Hayes' threat to sue employee violates Section 8(b)(1)(A) of the Act. It is further argues that Hayes' subsequent open letter to employees did not cure the violation of the Act because it did not fully comply with the requirements for such repudiation as set forth in *Passavant Memorial Area Hospital,* 237 NLRB 138 (1978), in that it is neither unambiguous nor specific in nature to the coercive conduct. Moreover, General Counsel maintains that Hayes' letter is not free from other threats because the letter essentially reiterates Hayes' threat to take action in the form of unspecified charges against employees for collecting signatures for decertification. General Counsel further argues that the letter suggests that the Union might take action against the employees involved in the decertification effort for making misrepresentations to their fellow employees, where Board law has held that campaign misrepresentations to employees are neither unlawful nor objectionable. *Midland National Life Insurance Co*., 263 NLRB 127, 131–133 (1982).

In essential agreement with the General Counsel, the Employer has argued that Hayes unlawfully threatened employees for their protected activity, and that the letter subsequently issued to employees reiterated and did not remedy the threat. In this regard, the Employer argues that Hayes' letter is facially insufficient to repudiate the threat; that the statement that the Union would "file charges' against the employees is a further unfair labor practice and that the manner in which the letter was delivered to employees serves as further evidence of coercion. The Employer further maintains that it is irrelevant whether the employees in question continued their protected activities or whether Cablevision committed its own unfair labor practices.

The Respondent maintains that Hayes' comments to Parkin were not unlawful as they did not seek to restrain or coerce the decertification petitioners in the exercise of their rights

under the Act. Rather, they were intended to stop the petitioners from "lying" about the nature of the petition, which Respondent maintains, is conduct which is not protected under the Act.

Respondent further argues that Hayes' subsequent communication to employees, in which he stated that he misspoke and meant to say that the CWA would file charges against them fails to establish a violation of 8(b)(1)(A), as the merits of any potential charge is not determinative of whether Hayes' statement violated the Act. In this regard, Respondent points to the language of the Board's Rules and Regulations (Section 102.9) which provide, inter alia, that anyone can file an unfair labor practice charge at the Board. Respondent further relies upon Section 10(a) of the Act which provides that: "The Board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice" In addition, Respondent relies upon those provisions of the Board's Rules and Regulations (Section 102.29) which state, "a charge that any person has enaged or is engaging in any unfair labor practices affecting commerce may be made any any person." In this regard, Respondent argues that the mere fact that a charge may or not be meritorious is not indicative of bad faith.

Respondent further contends that the open letter issued to employees satisfied the *Passavant* publication standard, and thereby cured any potential violation of the Act. It is argued that this letter was timely, unambiguous and specific as to the nature of the alleged conduct as required. Respondent further argues that the event underlying the allegations in this matter is an isolated one and that there are no other allegations of proscribed conduct on the part of the Respondent in this matter. Finally, it is asserted that Respondent advised employees that it will not interfere with their Section 7 rights and moreover that Board law does not require an admission of wrongdoing to cure an alleged violation as that is a step beyond what Passavant requires. In support of its contentions, Respondent relies primarily upon *Kawasaki Motors Corporation*, 231 NLRB 1151 (1977), decided prior to *Passavant*, where the Board dismissed the complaint.[2]

Discussion

Section 7 of the National Labor Relations Act provides:

> Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective-bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3). . .

Gathering signatures for a decertification petition constitutes activity well within the purview of Section 7. See e.g. *Healthcare Employees Union, Local 399 (City of Hope Medical Center)*, 333 NLRB 1399, 1401 (2001) (employees' decertification activities were protected under Section 7 and union's threat to them violated Section 8(b)(1)(A)).

[2] The Board dismissed allegations of unlawful surveillance/and or the impression of it based upon a notice posted by the Respondent which disclaimed the actions of the supervisor in question and assured employees of their right to join or not join a union. The Respondent here relies upon the fact that, in the notice to employees the employer stated that "we don't believe that these actions. . . were coercive or illegal."

It is well settled that a union violates Section 8(b)(1)(A) of the Act by restraining or coercing employees in the exercise of those rights protected by Section 7. In particular, the Board has held that a union violates Section 8(b)(1)(A) of the Act by threatening to sue employees for their protected conduct. *Service Employees Local 144 (Sands Point Nursing Home)* 321 NLRB 399 (1996)(union agent's threat to find out who signed cards for rival union and sue those employees held to be unlawful); *Laborers Local 423 (Dugan & Meyers Interest, Inc.)*, 308 NLRB 635, 639 (1992)(union business manager's threat to "countersue" employees who filed a ULP charge against union unlawful). See also *Utility Workers Local 1-2 (Consolidated Edison)*, 312 NLRB 1143 fn. 2 (1993).

The Board has noted that the applicable test is an objective one: that is, whether a remark can be reasonably interpreted by an employee as a threat. *ISS Facility Services, Inc.*, 363 NLRB No. 27, slip op. at 16 (2015). It is noted therein that keeping individuals "completely free" from coercion when bringing their concerns (and, by extension, their wishes for representation) to the Board requires that a violation of the Act will be found to extend beyond calls for specific reprisals to statements a reasonable employee would understand to imply as such.

To similar effect is *Local 5163, United Steelworkers of America, AFL–CIO*, 248 NLRB 943 (1980), enfd 654 F.2d 725 (7th Cir. 1981), relied upon by the General Counsel. There, an employee sent a petition to the union's international president asking for a recall of the local's president and complaining that the local failed to provide members with the union's bylaws and constitution. Several months later, the local president told three employees who had signed the petition that he would or should sue everyone who had signed it. Following this discussion, the dissident members sent the international president a second letter stating that they would refer the matter to the Department of Labor if they faled to receive a reply within 10 days. Thereafter, the local president convened a meeting at the union hall, attended by those who had signed the second letter and a representative of the international union. At this meeting, the international representative stated that the local president "could have sued them all." 248 NLRB at 943. The Board held that, while the initial comment made by the local president did not rise to a violation of the Act, the reiteration of that statement by the international representative did violate Section 8(b)(1)(A). Id. at 944. The Board found that the international representative's statement reinforced the local president's earlier comment, and further found the location and timing to lend support to the conclusion that the statement was coercive.

Here, the evidence establishes that on July 31, during their conversation, Hayes threatened Parkin that the Union would sue her, and other employees, in their individual capacities—specifically admonishing these employees to obtain attorney representation. Such statements are not vague; nor are they ambiguous or reasonably subject to benign interpretation. Moreover, they were directly related to these employees' efforts to obtain signatures for a petition for decertification of the Union.[3] Hayes did not tell Parkin at this time that the Union would charge Cablevision with unfair labor practices for assisting the decertification effort, which he was within his rights to do; nor did he state that the Union would name Parkin, Vandroff and Andjuaar as agents of Cablevision: rather he reiterated that the CWA "would probably [be] going to sue y'all" and later in the conversation stated that the CWA would be "going after y'all personally."

[3] In this regard, I note that Hayes issued his threat after he was reassured by Parkin that the requests of the three employees who wished to have their names removed from the petition would be honored.

The Union has argued that Hayes did not threaten to sue the employees if they continued to collect signatures for a decertification petition, but only if they did not stop lying to employees about what asking them to sign by virtue of the promise of raises. Thus, the Union has attempted to portray Hayes' statements in a more benign context. To such effect, the Union has relied upon Hayes' reports that the employees in the decertification effort told employees that they would receive raises if they signed the petition in support of such. However, the undisputed evidence shows that Hayes told Parkin that if certain employees' names were not removed from the decertification petition within 24 hours, certain employees would be personally sued by the Union.

As noted above, on August 4, the Employer filed the unfair labor practice charge that underlies the instant complaint. As an apparent result, on August 8, Hayes sent the "open letter" referenced above. The primary issue is whether this letter sufficiently cures the unfair labor practice so as to warrant dismissal of the charge. I have concluded that it does not.

The Passavant Standard

The Board has long held that a party may correct its arguably unlawful conduct by repudiation. *Passavant Memorial Hospital*, 237 NLRB 138 (1978). There, the Board held that an effective repudiation must be "timely," "unambiguous", "specific in nature to the coercive conduct" and "free from other proscribed illegal conduct." Id., citing *Douglas Division*, 228 NLRB 1016 (1977). Furthermore, there must be adequate publication of the repudiation to the employees involved, and the employer (or, as here, the union) must not engage in any further proscribed conduct after the publication. Finally, the repudiation or disavowal of coercive conduct must include an assurance to employees that, going forward, there will be no interference with employee Section 7 rights. Id. at 138–139.

Here, the Union has contended that, even assuming Hayes violated the Act by threating to sue employees involved in the decertification effort, it successfully repudiated such conduct through the issuance and wide distribution of Hayes' subsequent open letter to employees. Both the General Counsel and the Employer content that this letter falls short of the standard set forth in *Passavant*, and its progeny. I agree.

Clarification is not Repudiation

In agreement with the General Counsel I find that that the August 8 letter is neither sufficiently "unambiguous" nor "specific in nature to the coercive conduct" which it addresses. In this regard, the letter makes no mention to Hayes' repeated threats to (personally) sue employees. Rather, the letter seeks to "clarify" what he may have meant by such comments, attempting to recast his comments in the "correct phraseology." I find these purported retractions to be less than what the law requires.

In particular, Hayes' letter makes no reference to his threat to personally sue employees unless they removed employee names from the decertification petition. Rather, the terms of the letter speaks of "clarification" and "confusion." Hayes claims to have "misspoke" when he referenced suing the employees and apologized for doing so. In agreement with the General Counsel, I find that the letter fails to sufficiently disavow Hayes' coercive conduct, and instead seeks to depict his threat as a misunderstanding. I find, however, that under the facts here there was no "misunderstanding," and that Hayes' letter neither acknowledges his threat to "personally" sue employees nor makes clear that it would not be repeated.

In this regard, the Board has found that similar language does not satisfy the requirements of *Passavant*. See e.g. *Branch International Services*, 310 NLRB 1092, 1105–1106 (1993), enf. 12 F.3d 213 (6th Cir.1993)(employer characterization of grievances as "dead" not sufficiently repudiated by subsequent letter characterizing that statement as a "misunderstanding" when such letter was "clearly an attempt to backtrack and ameliorate" the employer's earlier refusal to bargain; such phraseology was "couched in terms to avoid the admission of wrongdoing."). To similar effect, in *Powellton Coal Co*., 355 NLRB 407 (2010), incorporating 354 NLRB 419, 422 (2009), the Board found that, following the implementation of an unlawful no-solicitation rule, a document later circulated referring to clearing up "confusion" did not constitute effective repudiation under *Passavant*. In *Rivers Casino*, 356 NLRB 1151, 1152 (2011), the Board concluded that telling employees that an earlier instruction to remove their union buttons was a "misunderstanding" failed to meet *Passavant* standards as it was not sufficiently clear as it did not admit any wrongdoing and did not include an assurance that the employer would not interfere with employee rights in the future.

Hayes attempted to portray his threat as a mere mistake by stating that he later learned that the correct phraseology would have been "file charges." Assuming one would take Hayes (or the legal counsel who drafted this letter) at his (or their) word, what does the phrase "file charges" mean? Despite the Union's rather strained attempt to rely upon the terms set forth in various provisions of the Board's Rules and Regulations, which have been described above, it is elemental that the Act provides remedies for employees against whom either unions or employers commit unfair labor practices. Hayes would have no recourse against any particular individual employee under the Act: at the most they would be considered agents of either the charged union or employer.[4] But that is not what Hayes told them or the other employees to whom the letter was circulated. Rather, I find that the letter restates and reiterates a threat to take unspecified legal action against employees for collecting signatures for decertification, thus it is not "free from other proscribed illegal conduct." *Passavant*, supra.

Hayes' letter closes by stating that, while employees have the right to collect signatures for a decertification effort, they "do not have the right to misrepresent, however, and that was the issue I was trying to address." Aside from the fact that such a statement was clearly not what was communicated to employees initially, the suggestion is that the Union might take legal action against Parkin, Vandroff and Andjuaar for making misrepresentations to employees.

Such a statement is in contravention to well-settled law that, in the context of union campaigns, misrepresentations are neither unlawful nor objectionable. See *Midland National Life Insurance Co.*, 263 NLRB 127, 131–133 (1982). Under this standard, the Board will not probe into the truth or falsity of the parties' campaign statements on the basis of misleading statements unless "a party has used forged documents which render the voters unable to recognize propaganda for what it is." Id at 133. See also *Durham School Services*, 360 NLRB No. 108, slip op. at 1 (2014) (and cases cited therein).

Based upon the foregoing, I find that the Union, by its agent Malcolm Hayes, violated Section 8(b)(1)(A) of the Act by threatening to sue employees for their concerted, protected activities, in particular for their activities in soliciting signatures for a decertification petition. The "Open Letter" to employees was insufficient to cure that violation as it did not meet the Board's standards for effective repudiation of the unlawful conduct.

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[4] See *Grand Union Co*., 123 NLRB 1665, 1684 (1959), remanded on other grounds *Schultz v. NLRB*, 284 F.2d 254 (D.C. Cir. 1960), ("no provision is made in the Act for instituting unfair labor practice proceedings against individual representatives [of labor organizations]").

CONCLUSIONS OF LAW

1. By threatening to sue employees for their activities in soliciting signatures for a decertification petition Respondent Communication Workers of America Local 1109, AFL–CIO has engaged in unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act; in particular by posting a notice to employees and members, as set forth below.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[5]

ORDER

The Respondent, Communications Workers of America Local 1109, AFL–CIO, Brooklyn, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening to sue employees for their activities in soliciting signatures for a decertification petition.

(b) In any like or related manner 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 after service by the Region, post at its facility in Brooklyn, New York copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 29, 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 and members are customarily posted. In addition to the physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet siet site, and/or other electronic means, if Respondent customarily communicates with its membes by suchmeans. Reasonable steps shall be taken by the

[5] 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.

[6] 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."

Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 29 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. June 9, 2016

Mindy E. Landow
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 threaten to sue you for your activities in soliciting signatures for a decertification petition.

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

COMMUNICATION WORKERS OF AMERICA LOCAL 1109, AFL–CIO
(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.

One MetroTech Center (North), Jay Street and Myrtle Avenue, 10th Floor
Brooklyn, New York 11201-4201
Hours: 9 a.m. to 5:30 p.m.
718-330-7713

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/29-CB-134066 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, 718-330-2862