JD-22-05
Lexington, KY

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

COMMUNICATION WORKERS OF
AMERICA, LOCAL 3372, AFL-CIO
(Alltel Kentucky, Inc.)

and Case 9-CB-11065

BRADY J. BROOKS, An Individual

Johathan D. Duffey, Esq., for the General Counsel
William C. Moul, Esq., for the Charging Party
John L. Quinn, Esq., for the Respondent

DECISION

STATEMENT OF THE CASE

Jane Vandeventer, Administrative Law Judge. This case was tried on October 19, 2004, in Cincinnati, Ohio. The complaint alleges Respondent Union (herein also called Respondent or the Union) violated Section 8(b)(1)(A) of the Act by imposing internal fines on four employees who crossed a picket line and worked during a strike after having resigned from Respondent. The complaint also alleges Respondent violated Section 8(b)(1)(A) of the Act by maintaining in its collective bargaining agreement with Alltel Kentucky, Inc., the Employer, a provision describing registered mail as the method by which employees shall resign from the Union.[1] The Respondent filed an answer denying the essential allegations in the complaint. After the conclusion of the evidence, the parties presented oral arguments which I have considered.

Based on the testimony of the witnesses, including particularly my observation of their demeanor while testifying, the documentary evidence, and the entire record, I make the following

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[1] This allegation was amended into the complaint at the trial herein. Furthermore, it was stipulated at the trial that the General Counsel sought a remedy prohibiting the enforcement of the fines, but did not seek as a remedy any costs or attorney fees associated with the internal union proceedings or the Board proceedings.

FINDINGS OF FACT

I. JURISDICTION

The Employer is a corporation with an office and place of business in Lexington, Kentucky, where it is engaged in the provision of telephone and communications services to retail and business customers in the Lexington, Kentucky, area and surrounding counties. During a representative one-year period, Respondent sold and provided from its Lexington, Kentucky, facility services valued in excess of $50,000 directly to points outside the Commonwealth of Kentucky. Accordingly, I find, as Respondent admits, that the Employer is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The Respondent is a labor organization within the meaning of Section 2(5) of the Act.

II. UNFAIR LABOR PRACTICES

A. The Facts

1. Background

The Employer provides telephone services in Lexington, Kentucky and the surrounding areas. Respondent represents some 270 employees of the Employer in the Lexington area, as well as employees at two other employers. The bargaining relationship with the Employer and its predecessors encompasses many years. There is a current collective bargaining agreement between the parties according to representations of counsel, but the collective bargaining agreement itself was not introduced into evidence.

It is undisputed that Respondent's local By-Laws and Constitution provide no explicit guidance or limitation on resignation of members, and that the International Union's Constitution, as amended in August 2002, governs membership resignations. There is no allegation that there is anything unlawful about these provisions.

On June 8, 2003, Respondent began a strike against the Employer with lasted until a settlement was reached in October 2003. According to undisputed testimony of Respondent's president, Michael Garkovich, only about 16 of the 270 bargaining unit members resigned from Respondent or attempted to resign during the strike, and that of those, thirteen gave appropriate notice. Respondent made no attempt to fine 12 of those individuals, as Respondent deemed it had received appropriate resignations from them. Respondent did assess a fine against one individual, Fred Hill, from whom it received a resignation, but Respondent now states it was mistaken in so doing, and represented on the record that it did not seek to enforce a fine against Hill. Respondent contends that the fines assessed against the other three individuals were valid, as no resignations were received from them. These three individuals were Brady Brooks, Carl Justice, and

Timothy Woodall. After the end of the strike, the four named individuals were charged by Respondent with violating its internal rule against crossing a legitimate picket line while still members. There is no dispute that the picket line in question was legitimate and that the strike was a legitimate economic strike. The charges were heard by Respondent's Executive Council on January 17, 2004, and all four individuals were found to have violated the internal rule. They were informed by letter in late January 2004 of the result and of their fines.

2. Fred Hill

The parties stipulated that Fred Hill sent a registered letter to Respondent on June 13, 2003,[2] resigning for the Union. It is undisputed that Respondent received Hill's resignation on June 16. It is further undisputed that Hill did not return to work until after Respondent's receipt of his resignation, on June 17. According to Garkovich, a person who was assisting in Respondent Union's office signed the return receipt for the letter, but failed to record its receipt appropriately. Garkovich became aware in early January 2004 that Hill had indeed sent in a timely resignation, and that Respondent had made an error. This was because Hill faxed Garkovich a message telling him about his June 2003 resignation, and attaching copies of the letter and the return receipt.

At the Executive Council hearing on the charges in January 2004, Garkovich stated that Hill had actually resigned in a timely fashion. He did not, however, withdraw the charge against Hill. Apparently ignoring Garkovich's statement that Hill had indeed resigned in a timely fashion, the Union's committee found Hill in violation of the rule and fined him along with the other individuals. No further explanation for the failure to withdraw the charges against Hill and the fine assessed against him was offered by Respondent. While Respondent, according to its representation at trial, "does not seek to enforce any fine against" Hill, Respondent, as of the date of the trial herein, still had not withdrawn the charges and fine against Hill, either orally or in writing.

3. Carl Justice and Timothy Woodall

Carl Justice and Timothy Woodall, two bargaining unit employees, agreed to go to work together on the morning of June 9, the first morning of the strike that they were scheduled to work. They arrived at the Employer's premises and crossed the picket line without incident. They inquired of their supervisor, Mike Adair, what they should do if they wanted to go to work. Adair informed them that they should resign their union memberships and send copies of their resignations to Respondent as well as to the Employer's Human Resources department. Justice, Woodall, and Adair all testified that the two employees wrote out resignations, and Adair sent them both by facsimile transmission to Respondent's facsimile (fax) machine number. Adair also sent the resignations to the Employer's Human Resources department by the same method. The two employees did not return to work until this was done.

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[2] All dates hereafter will be 2003, unless otherwise specified.

The evidence included copies of the two resignations Adair sent to the Employer, showing the times and date sent. No receipt or record of the transmissions to Respondent's facsimile phone number was printed from the sending facsimile machine at the time of transmission. Garkovich testified that Respondent did not receive the facsimile transmissions of these two resignations, despite the fact that it is Respondent's normal business practice to keep the facsimile machine turned on at all times and to check it regularly for incoming data fax transmissions. Both Justice and Woodall were found to have violated Respondent's rule, and were informed that they had each been fined $13,671.76.

4. Brady Brooks

Brady Brooks testified that he typed and signed two identical resignations from Respondent Union on Sunday evening, June 8, and, along with his brother, John Brooks, drove to the post office and deposited one of the resignations in the mailbox, retaining the other resignation. J. Brooks testified that he accompanied his brother to the post office and, in fact, deposited his own handwritten resignation letter, also by regular mail and supported his brother Brady's testimony as to the mailing of B. Brooks' resignation letter on Sunday evening.

Both returned to work the following day, Monday, June 9. J. Brooks, however, went on to say that on Monday, he sent another resignation to the Union by certified mail. It is undisputed that Respondent Union honored J. Brooks' resignation. He was never charged or fined for working during the strike.

B. Brooks further testified that he went to work at the Employer on Monday, June 9, and asked his supervisor, Charles Mateyoke, to fax his resignation letter to the Union. Mateyoke told him that he couldn't do it, but gave B. Brooks permission to use the fax machine himself. According to both B. Brooks' testimony and Mateyoke's testimony, Mateyoke sent B. Brooks to the data fax machine by himself. B. Brooks testified he had never operated the fax machine before, but that he faxed the resignation to the Union at its posted fax telephone number. Mateyoke testified that he saw Brooks go into the adjoining room where the fax machine was located, but that he did not witness anything B. Brooks did there. Subsequently, Mateyoke himself faxed a copy of B. Brooks' resignation to the Employer's Human Resources department (HR). A copy of the faxed resignation received by the Employer was in evidence.

According to the testimony of Mateyoke, B. Brooks had called him on Sunday, June 8, and asked what he had to do to come to work on the following day. Mateyoke testified that he told B. Brooks that he had to fill out some forms, and that he could do that on Monday morning. Mateyoke stated that he did not tell B. Brooks that he would have to resign from the Union during the telephone conversation. According to Mateyoke, the Employer's policy was that an employee who wished to return to work during the strike would have to resign from the Union, and submit a copy of his or her resignation to the Employer.

On Monday morning, Mateyoke first spoke with J. Brooks, who informed Mateyoke that he had already sent in a letter of resignation to the Union. Mateyoke testified that he was given a copy of J. Brooks' resignation, which he faxed to the company's HR office. As noted above, J. Brooks was one of the 12 individuals Respondent did not fine.

Mateyoke states that after that, when B. Brooks arrived to work on Monday morning, he asked what he had to do to return to work. Mateyoke told B. Brooks that he needed a copy of his resignation from the Union. According to Mateyoke, something B. Brooks said led him to believe that B. Brooks had not yet sent his resignation to the Union. Mateyoke therefore advised B. Brooks to fax a resignation to the Union. When B. Brooks requested Mateyoke's assistance in doing so, Mateyoke told him that he would have to do it on his own. B. Brooks left Mateyoke's presence for five or ten minutes. When he returned, Mateyoke faxed the resignation and a form he himself had filled out to the Employer's HR department.

Garkovich testified that Respondent Union did not receive a fax transmission of B. Brooks' resignation on June 9, or any other date. On July 17, Respondent notified B. Brooks by letter that charges had been filed against him for working during the strike while still a member of Respondent Union. B. Brooks testified that upon receipt of this letter, he made a copy of his June 8 resignation, and sent it by certified mail, return receipt requested, to Respondent Union on July 25. There is no dispute that Respondent Union received this resignation, and treated it as a valid resignation from the time it was received by the Union in late July. B. Brooks, too, was tried and fined in January 2004 by Respondent Union, but his fine was assessed only through late July, and so was a lesser amount, $5,600.48.

5. Credibility

With regard to Respondent Union's witness, Garkovich, I generally credit his testimony. His demeanor was impressive, and he testified in a careful, conscientious, and consistent manner.

Witnesses Adair and Mateyoke had no apparent interest in the proceeding, and may be considered neutral witnesses. The demeanor of each impressed me as credible, and I have credited their testimony. B. Brooks did not, by his demeanor, appear to be a credible witness. His testimony was at times hasty and did not appear to be a careful recitation of facts. His demeanor lacked a sense of the seriousness of the proceedings, at times approaching flippancy. He was admonished on at least one occasion for speaking at an inappropriate moment.

I do not credit B. Brooks' testimony that he mailed a letter of resignation to the Union on Sunday night. J. Brooks' support of his brother's testimony is likewise discredited. I find that his story of sending one letter of resignation on Sunday night by regular mail and a second one on Monday morning by certified mail to be incredible as well as contradictory. There was no reason for J. Brooks to mail two letters of

resignation on his own behalf within less than 24 hours. His mailing of a letter to the Union on Monday is corroborated both by Mateyoke's testimony and by the fact that the Union apparently received the certified letter. His account of mailing a regular mail resignation with B. Brooks on Sunday night is not credible in light of these other demonstrated facts.

In addition, there is no reason Mateyoke, on Monday, June 9, would have treated J. Brooks and B. Brooks differently if they had indeed both mailed letters of resignation to the Union on Sunday night. Mateyoke specifically testified that J. Brooks told him that he had mailed a resignation to the Union, and that he therefore simply sent the necessary paperwork to the company's HR office. I find that J. Brooks was referring to his Monday letter of resignation which is not in controversy. By contrast, B. Brooks *did not* tell Mateyoke that he had mailed a resignation to the Union; if he had, Mateyoke would have followed the same procedure he did with J. Brooks. Mateyoke *followed a different procedure* with regard to B. Brooks. He told B. Brooks to go to the room containing the fax machine and send a resignation by fax before he sent in the Employer's paperwork. This difference in Mateyoke's treatment of the two employees supports the finding that B. Brooks did not mail in his resignation on Sunday night prior to returning to work, and did not tell his supervisor that he had done so.

Furthermore, I do not credit B. Brooks' testimony that he successfully faxed a letter of resignation to the Union on Monday, June 9. That assertion rests solely on his own testimony, as no one witnessed his asserted use of the fax machine. I have found that B. Brooks is not a credible witness, and therefore do not credit his unsupported assertion that he sent a resignation to the Union by fax on Monday, June 9.

B. Discussion and Analysis

1. The Collective Bargaining Agreement Provision

The allegation concerning the collective bargaining agreement's restriction on members' rights to resign, that resignations must be submitted by registered mail, with a return receipt requested, to Respondent's president, was amended into the complaint at the trial. The proffered complaint amendment purported to quote the language of the collective bargaining agreement. Respondent Union entered its denial of the proffered allegation on the record.

While Respondent Union's counsel stated on the record that "the contract makes reference to giving notice by Certified mail," the contract itself was not introduced into the record.[3] In addition, no formal stipulation as to the actual contract language was offered into evidence. There was no other evidence concerning this allegation adduced at the trial. Other than the proffered complaint allegation itself, which was denied, there is no evidence in this record of the specific language of the collective bargaining agreement

[3] At another point, counsel for Respondent stated on the record that "the contract says what it says."

which is alleged to be a violation of the Act. Finally, the Employer who is equally a party to the collective bargaining agreement was not joined in the proceeding in any way.

It is undisputed that Respondent's Constitution sets forth a less restrictive requirement for resignation, requiring only that resignations be submitted in writing. Garkovich's assertion that Respondent follows the method set forth in the Constitution, not the requirement set forth in the collective bargaining agreement, was not contradicted. Garkovich testified that during the strike, Respondent accepted and gave effect to any *written* resignation which it received, including hand-delivered resignations and faxed resignations. There were about twelve of these received and accepted during the strike. Garkovich testified that the non-recording of Hill's resignation was Respondent's mistake. Garkovich further testified that the faxed resignations of Justice and Woodall were not received, but had they been received, they would have been given effect. Thus, it appears that Respondent's practice was in accord with the lawful procedure contained in its Constitution, rather than in accord with the overly restrictive formulation in the collective bargaining agreement alleged as a violation.

In view of the failure of the General Counsel to introduce the collective bargaining agreement itself, or at least of the actual language of the provision alleged to violate the Act, I find that the record evidence does not support the allegation, and that no finding of a violation can be made. I shall recommend that this allegation be dismissed. In view of the failure of proof, I find it unnecessary to reach the issue of whether the Employer herein is a necessary party to the finding of a violation based on language in the collective bargaining agreement.

2. Fred Hill

Board law holds that, while a Union may make and enforce its own internal rules, it may not fail to accept a proper resignation. The General Counsel has proved, and Respondent Union has admitted, that Hill duly resigned his membership before returning to work. The fact that Respondent Union made an error does not excuse its conduct or nullify its violation of the Act. Furthermore, the fact that Respondent Union stated on the record that it does not intend to collect the fine it assessed against Hill does not render its assessment of the fine harmless. I find Respondent Union did violate Section 8(b)(1)(A) of the Act by assessing a fine against Hill and that it must remedy that violation in the manner set forth in the Remedy and Order herein. See, e.g., ***Operating Engineers Local 12 (Associated Engineers)***, 282 NLRB 1337 (1987); ***Typographical Union (Register Publishing)***, 270 NLRB 1386 (1984).

3. Carl Justice and Timothy Woodall

The situation of Justice and Woodall presents a slightly different question. Justice and Woodall never sent their resignations by any sort of mail, whether regular mail or certified mail; neither did they deliver them in person. Their supervisor, Adair, sent their resignations by fax machine to Respondent Union's posted fax number. Respondent Union contends that it never received the faxes of the resignations of Justice and

Woodall. I have credited Garkovich to this effect. This presents the novel issue of whether a faxed resignation should be effective when sent, or when – and if – received. Board law holds that a mailed resignation, whether sent by regular or certified mail, is effective on the day following the date of its mailing. Furthermore, a resignation which is delivered in person is effective at the time of its delivery. The issue of the timing of the effectiveness of a resignation is easy to resolve as to a facsimile transmission, since the time of its sending and the time of its receipt are normally within moments of one another.

In view of the practicalities of facsimile machines, such as whether they are operating properly, whether they are supplied with adequate amounts of paper, and other such details, the question arises how best to evaluate evidence that a facsimile transmission was sent, and evidence that it was received. General Counsel cites one case, ***Clow Water Systems Co.***, 317 NLRB 126 (1995), on the treatment of facsimile transmissions by the Board. It is, unfortunately, not apposite or helpful in the analysis in this case. The General Counsel argues incorrectly that the cited case holds that a faxed document must be found to have been received, if it was shown to be sent. In ***Clow Water Systems***, a fax transmission was found to have been sent based on a transmission receipt from the sending machine which was introduced into evidence. In addition, the receipt of the faxed document was not in dispute. In the present case, there is no such evidence of transmission, and there is a dispute as to whether the faxed documents were ever received. Although the Employer's fax machines admittedly had the capability to produce transmission receipts, none were secured in this case. We do, however, have other non-documentary evidence concerning the sending of the resignations by fax. In view of the facts that employees Justice and Woodall witnessed Adair's operation of the fax machine, and Adair credibly testified that he had sent the resignations by fax machine, I find that there is corroborated evidence that the Justice and Woodall resignations were indeed sent to Respondent Union by data fax.

There is, however, no evidence on the issue of the receipt of the resignations by Respondent Union. I have found that Garkovich credibly testified that the resignations were not received by the Union. The question then becomes whether a resignation which was sent by fax machine, but which was not received, must be given effect by the Union. To find that Respondent Union violated the Act by not giving effect to the faxed resignations, even assuming that it did not receive them, may seem to put an undue burden upon the Union. I find that Respondent Union does have the burden, before fining a member, of investigation his defenses, at least to the extent of learning that he had in fact sent a resignation. Such an investigation would have uncovered Adair's testimony, which would show that the resignations had, in fact, been sent to Respondent Union on June 9. In so finding, I draw an analogy to cases dealing with regular mail. On occasion a letter of resignation sent by regular mail may be lost, but it is still considered to be an effective resignation. I find that Respondent Union violated Section 8(b)(1)(A) by failing to give effect to the resignations of Justice and Woodall.

4. Brady Brooks

I have found that B. Brooks did not resign from the Union until July 26, 2003. His letter, dated and mailed July 25, would be effective on the following day, July 26, and the evidence shows that the Union did in fact give effect to B. Brooks' July 25 letter of resignation. Respondent Union fined B. Brooks for working behind the picket line while a member of the Union. At the time of his resignation in late July 2003, the fine ceased. Therefore, I find that the Union's fine of B. Brooks falls within the proviso which permits a union to impose internal discipline pursuant to a properly adopted union rule which reflects a legitimate union interest, impairs no overriding public policy, is reasonably enforced, and does not affect a member's employment status. See, e.g., ***Scofield v. NLRB***, 394 U.S. 423 (1969); ***NLRB v. Allis-Chalmers Mfg. Co.***, 388 U.S. 175 (1967); ***Plumber's Local 314 (American Fire Sprinkler)***, 295 NLRB 426 (1989). I recommend the allegation relating the fining of Brady Brooks be dismissed.

CONCLUSIONS OF LAW

1. By charging, trying, and fining Fred Hill, Carl Justice, and Tim Woodall, because of their post resignation conduct in working for Alltel Kentucky, Inc., Respondent has restrained and coerced the named employees in the exercise of the rights guaranteed them by Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

2. Paragraph 7(d) of the complaint, alleging that language in the collective bargaining agreement unlawfully restricts Section 7 rights and violates Section 8(b)(1)(A) of the Act, is dismissed.

3. The allegation that Respondent Union violated Section 8(b)(1)(A) of the Act by fining Brady Brooks is dismissed.

4. The violations set forth above in paragraph 1 are unfair labor practices affecting commerce within the meaning of the Act.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it be required to cease and desist therefrom and to take certain affirmative action necessary to effectuate the policies of the Act.

I shall recommend that Respondent be ordered to rescind the fines assessed against Hill, Justice and Woodall. I shall also recommend that Respondent be ordered to remove from its records any references to the unlawful actions taken against the three above-named employees and former members.

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

ORDER

The Respondent, Communication Workers of America, Local 3372, AFL-CIO, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Restraining and coercing Fred Hill, Carl Justice, and Tim Woodall in the exercise of the rights guaranteed them by Section 7 of the Act, by charging, trying, and fining them because of their post resignation conduct in working for Alltel Kentucky, Inc., or any other employer with whom the Union has a labor dispute.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed them by Section 7 of the Act.

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

(a) Rescind the fines levied against Fred Hill, Carl Justice, and Tim Woodall, as well as the future membership prohibition, because of their post resignation work for Alltel Kentucky, Inc., or any other employer with whom the Union has a dispute and refund to them any moneys they may have paid as a result of such fines with interest.

(b) Remove from its records all references to the internal charges, trials, and fines of Fred Hill, Carl Justice, and Tim Woodall for performing post resignation work for Alltel Kentucky, Inc., or any other employer with whom the Union has a dispute, and notify them in writing that this has been done and that these records will not be used against them in the future.

(c) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(d) Within 14 days after service by the Region, post at its Lexington, Kentucky, location copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and

[4] 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.

maintained for 60 consecutive days in conspicuous places including all places where notices to members and employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) 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 at Washington, D.C., March 28, 2005.

Jane Vandeventer
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
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.

WE WILL NOT restrain or coerce Fred Hill, Carl Justice, or Tim Woodall in the exercise of the rights guaranteed them by Section 7 of the Act, by charging, trying, and fining them because of their post resignation conduct in working for Alltel Kentucky, Inc., or any other employer with whom the Union has a labor dispute.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL rescind the fines levied and future membership proscription against Fred Hill, Carl Justice, and Tim Woodall because of their post resignation work for Alltel Kentucky, Inc., or any other employer with whom the Union has a dispute and refund to them any moneys they may have paid as a result of such fines with interest.

WE WILL remove all records of the internal charges, trials, and fines of Fred Hill, Carl Justice, and Tim Woodall for performing post resignation work for Alltel Kentucky, Inc., or any other employer with whom the Union has a dispute, and **WE WILL** notify them in writing that this has been done and that these records will not be used against them in the future.

COMMUNICATION WORKERS OF AMERICA,
LOCAL 3372, 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.

550 Main Street, Federal Office Building, Room 3003
Cincinnati, Ohio 45202-3271
Hours: 8:30 a.m. to 5 p.m.
513-684-3686.

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, 513-684-3750.