

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

ARENS CONTROL COMPANY, L.L.C.

and

Case 13-CA-40524

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1, AFL-CIO

Jessica Willis Muth, Esq.,
for the General Counsel.
David B. Ritter and Jason C. Kim, Esqs.,
(Neal, Gerber & Eisenberg),
of Chicago, IL, for the Respondent.
Eric J. Wright, Esq., (Edes & Rosen),
of Chicago, IL, for the Charging Party.

DECISION

Statement of the Case

MARTIN J. LINSKY, Administrative Law Judge. On September 26, 2002, Service Employees International Union, Local 1, AFL-CIO, herein Union, filed a charge against Arens Control Company, L.L.C., herein Respondent.

On March 31, 2003, the National Labor Relations Board, by the Regional Director for Region 13, issued a complaint alleging that Respondent violated Sections 8(a)(1) and (5) of the National Labor Relations Act, herein the Act, when since June 2002 it failed and refused to recognize the Union as the exclusive collective bargaining representative of the unit employees at its Carpentersville, Illinois, facility and when since June 2002 it has failed and refused to apply the terms of the existing collective bargaining agreement to the unit employees at the Carpentersville, Illinois facility.

Respondent filed an Answer in which it denied it violated the Act in any way.

A hearing was held before me in Chicago, Illinois, on February 9 and 10, 2004.

Upon the entire record in this case, to include post hearing briefs submitted by Counsel for the General Counsel and Counsel for Respondent and giving due regard to the testimony of the witnesses and their demeanor, I make the following

I. Findings of Fact

Respondent, a limited liability corporation with offices and places of business in Evanston, Illinois (until February 2003) and Carpentersville, Illinois (since June 2002) has been engaged in the production of products for manufacturers.

Respondent admits, and I find, that at all material times it has been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act.

II. The Labor Organization Involved

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Respondent admits, and I find, that the Union has been a labor organization within the meaning of Section 2(5) of the Act.

III. The Alleged Unfair Labor Practices

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A. The Facts

Respondent and the Union have had a relationship that dates back to the 1960s. The Union represented Respondent's production and maintenance employees initially at Respondent's plant located at 2017 Greenleaf Street in Evanston, Illinois.

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In the late 1970s, Respondent enlarged its operation and opened a plant located at 2000 Greenleaf Street in Evanston, Illinois. The 2000 Greenleaf plant was located across the street from the 2017 Greenleaf plant. Respondent was engaged in the production of mechanical and electro-mechanical controls for manufacturers.

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The Union, which initially represented Respondent's production and maintenance employees at 2017 Greenleaf began representing the production and maintenance employees at 2000 Greenleaf as soon as that facility opened in the late 1970s.

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The Union's representation of the employees at 2000 Greenleaf was not preceded by a Board election or by any Board proceeding clarifying the unit which the Union was to represent.

Respondent's position is that 2017 and 2000 Greenleaf constitute one plant with two buildings. The General Counsel takes the position that 2017 Greenleaf and 2000 Greenleaf are two plants. And Respondent's dealings with the Union regarding 2017 and 2000 Greenleaf reflect that Respondent and the Union engaged in multi-plant bargaining.

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While there was a lunchroom in 2000 Greenleaf and in 2017 Greenleaf the employees were permitted to eat in either building. In addition, employees were assigned to work in one of the two buildings but occasionally for a few days or up to a week based on workload employees at 2000 Greenleaf would on occasion work at the 2017 Greenleaf facility and vice versa. The identification badges employees needed for access to their building would furnish access to the other building as well.

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General Counsel Exhibits 2 to 11 contain the cover sheet and recognition clause of a series of collective bargaining agreements between Respondent and the Union. The most recent collective bargaining agreement runs from January 31, 2002 to January 31, 2005.

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In the earliest agreements when Respondent operated out of 2017 Greenleaf only the recognition clause refers to the Union's representation of employees "employed by the Company at its Greenleaf Street plant in Evanston, Illinois." General Counsel Exhibits 2 and 3.

Subsequent collective bargaining agreements entered into after Respondent expanded its operations to 2000 Greenleaf refer to the Union's representation of employees "employed by the Company at its plants at 2000 and 2017 Greenleaf Street in Evanston, Illinois" (Emphasis added). General Counsel Exhibits 4, 5, 6, 7, 8, 9, 10, and 11. General Counsel Exhibit 11 is

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the most recent collective bargaining agreement and again it is effective from January 31, 2002 through January 31, 2005. In these eight collective bargaining agreements running from February 1, 1981 through January 31, 2005, a period of some 24 years, the parties themselves in the recognition clause use the word plants to describe the facilities at 2017 and 2000 Greenleaf.¹

The parties themselves thought they were engaged for all those years in multi-plant bargaining.

The recognition clause in the latest collective bargaining agreement provided as follows:

“The Company having recognized its obligation under the Labor – Management Relations Act hereby recognizes the Union as the sole collective bargaining agency for all of its production and maintenance employees, excepting however, guards, professional employees, office and supervisory employees, as defined in the Act, and all other employees employed by the Company as its plants at 2000 and 2017 Greenleaf Street in Evanston, Illinois.”

As of April 2002, 80 bargaining unit employees worked in the 2017 Greenleaf building and 18 bargaining unit employees worked in the 2000 Greenleaf building.

The lease for the 2000 Greenleaf building was coming up for renewal in November 2002.

In April 2002 Respondent announced that it would be moving out of 2000 Greenleaf and moving to a new location in Carpentersville, Illinois, which is some 35 to 40 miles from Evanston, Illinois.

The move was in large part the result of the Respondent wanting and needing a much larger facility in order to begin production of several new products, which because of space limitations could not be produced at 2000 Greenleaf.

On April 30, 2002, Union business representative Oscar Sandoval,² who before being a full-time Union employee had worked for Respondent, and Chief Union Steward Trevor Thompson met with Respondent President Dick Bedard and management official Greg Rozskuska.

Bedard told the Union that Respondent needed more space for new products and would be moving to Carpentersville and that Respondent didn't want any trouble from the Union and didn't want the Union in Carpentersville. Sandoval testified that Bedard said he hated Unions and didn't trust them. Bedard denied he said this. Neither Thompson nor Rozskuska testified. I credit Bedard's denial that he said he hated and didn't trust unions, because I find it unreasonable to believe Bedard that would say this to two union officials. Also, Sandoval didn't include these comments he attributed to Bedard in the affidavit he gave the Board.

¹ No agreements for the period December 1, 1975 to January 31, 1981 could be located but all the agreements from 1981 to 2005 when referring to 2017 and 2000 Greenleaf refer to them as plants.

² Oscar Sandoval's last name is misspelled in the transcript and should be changed from Sandobal to Sandoval.

Sandoval asked Bedard to send the Union something in writing, which Respondent did. The letter sent to the Union is dated May 14, 2002 and provided as follows:

5 "Dear Mr. Sandoval,

You recently requested information about Arens Controls Company's facility move to Carpentersville, Illinois. The information below was presented to you and Arens' workforce in our meetings over the last month.

10 Arens will not be renewing our lease at 2000 Greenleaf Street after it expires in November 2002. At that time, Arens will no longer conduct work at that location. This decision was necessary because there is not enough space to produce all of the electromechanical products we will be required to produce over the next few
15 years. In addition to the standard Arens product lines you are familiar with, we have secured new business to produce different products that require much more space than we currently have in Evanston. I believe you have seen our development models of the large high voltage DPIM unit. The new product is
20 nothing like the product currently produced in Evanston and there is simply insufficient space at the 2000 Greenleaf Street facility to accommodate this product.

We currently have no plans to close or relocate the work from Arens 2017 Greenleaf Street facility.

25 When we first contemplated the move, we considered many locations. The one that serves our needs best is about 40 miles west of Evanston in Carpentersville, Illinois. Relocating to the new facility requires careful planning that continues to evolve. Although it is certain that we will be hiring skilled people who are local to
30 the new facility, we will certainly work with you to minimize any negative impact the move may have on Arens employees who currently work in Evanston. We intend to meet all of our obligations under the current collective bargaining agreement and are open to discussions about minimizing the impact on our current workforce.

35 I believe that Arens management with the cooperation of the SEIU leadership can make this change as painless as possible to the people who will be affected by this change. I look forward to the opportunity to work toward that end."

40 Respondent further advised the Union that the new facility in Carpentersville would be non-union but that employees who worked at 2000 Greenleaf could either bump into positions at 2017 Greenleaf, transfer to the new facility in Carpentersville, or in some cases retire.

45 On May 21, 2002 the Union presented a petition to Respondent, which Bedard admits he received headlined as follows:

"UNION MEMBERS INTERESTED IN MOVE WITH THE COMPANY AT THE NEW PLANT IN CARPENTERSVILLE, ILLINOIS, AND THEY WANT STILL BE MEMBERS OF SEIU LOCAL 1." (sic)

50 Fifteen of the eighteen unit employees who worked at 2000 Greenleaf or approximately 83% signed the petition expressing an interest in transferring to Carpentersville and also remaining members of the Union.

The Union filed a grievance maintaining that the collective bargaining agreement should be applied at the Carpentersville facility. The grievance was denied at the first and second step and at the second step grievance at the end of May 2002 the Union was advised that the Carpentersville facility would be non-union and that the current collective bargaining agreement would not apply to the employees at Carpentersville. Indeed the pay and benefits at Carpentersville would not be as generous as the pay and benefits under the contract and the leadman position would be eliminated at Carpentersville.

Eventually only seven of the eighteen unit employees at 2000 Greenleaf transferred to Carpentersville and two of them were immediately made supervisors and removed from the unit.

When Carpentersville opened in the summer of 2002 it had a complement of 15 employees only five of whom had worked at 2000 Greenleaf.

At the end of April 2002 when Respondent told the Union that it would be moving to Carpentersville 2000 Greenleaf had five production lines in operation at 2000 Greenleaf, i.e., lever line, push button line, CAC line, case list, and the DANA Actuator line. The DANA Actuator line was transferred to the 2017 Greenleaf facility and the other four lines, equipment included, were transferred to the new facility in Carpentersville.

Respondent as noted above moved to Carpentersville from 2000 Greenleaf because it needed more space to produce new product. Indeed, after moving to Carpentersville Respondent began producing four new product lines which it could not have done at 2000 Greenleaf because of space restrictions, i.e., the Case Console, the Shift by Wire Actuator, the Dual Power Inverter Module (DPIM), and the Safe Bus System. Respondent invested approximately \$5.7 million in new equipment, infrastructure, and training at its new facility in Carpentersville. It is uncontested that it would take more time to train employees to work on these new products than it took to train employees on the products moved from 2000 Greenleaf to Carpentersville. The new products would cost Respondent's customers more money than the products historically produced by Respondent. The move from 2000 Greenleaf began in June 2002.

Respondent's then President Dick Bedard testified that all the employees who worked at 2000 Greenleaf could have transferred to Carpentersville. Respondent also conceded that over the years new products were introduced at the two Evanston plants and the employees who worked there were trained to work on the new products.

B. Analysis

Both the General Counsel and Respondent rely on the case of *Gitano Distribution Center*, 308 NLRB 1172 (1992) in support of their position.

The Board's holding in *Gitano* is clear: "when an employer transfers a portion of its employees at one location to a new location, we will ... begin with the Board's long-held rebuttable presumption that the unit at the new facility is a separate appropriate unit." *Gitano* at 1175. If the presumption is not rebutted, the Board applies a simple fact-based majority test to determine whether the employer is obligated to recognize and bargain with the union as the representative of the unit at the new facility. If a majority of the employees in the unit at the new facility are transferees from the original bargaining unit, the Board will presume that those employees continue to support the union and find that the employer is obligated to recognize and bargain with the union as the exclusive collective bargaining representative of the employees in the new unit. "Absent this majority showing, no such presumption arises and no

bargaining obligation exists.” *Gitano* at 1175. In its analysis, the Board explained that the “correct focus” was to “balance the rights of the new employees against those of [the] transferees to the new location.” The Board emphasized a reluctance to “depriv[e] employees of their basic right to select their bargaining representative.” *Id.*

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Respondent argues that the presumption that the unit at the new facility is a separate appropriate unit was not rebutted. Therefore, since only a minority of the employees, i.e., five out of fifteen, at Carpentersville came from 2000 Greenleaf, Respondent was under no obligation to recognize the union or apply the collective bargaining agreement then in effect for the 2017 Greenleaf employees.

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The General Counsel argues that the presumption was rebutted because of the multi-plant bargaining history between Respondent and the Union. This multi-plant or multi-facility bargaining rebuts the single facility presumption.

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The General Counsel argues that Respondent should recognize the Union as the collective bargaining representative of its production and maintenance employees in Carpentersville and apply the collective bargaining agreement to those employees.

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Respondent argues, in part, citing *Gitano*, that the Board will be reluctant to deprive employees of their basic right to select their bargaining representative and since ten of the fifteen employees at Carpentersville have not worked for Respondent at 2000 Greenleaf forcing Respondent to recognize the Union will deprive these new employees of the right to select or reject the Union as their collective bargaining representative.

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However, if thirteen of Respondent’s eighteen employees at 2000 Greenleaf retired or resigned from Respondent’s employ and were replaced at 2000 Greenleaf by ten new hires so that the new complement at 2000 Greenleaf would be five employees who had worked at 2000 Greenleaf and ten new employees it is obvious that Respondent would have to recognize the Union and apply the terms of the January 31, 2002 to January 31, 2005, collective bargaining agreement. So here with the history of multi-plant or multi-facility bargaining Respondent should be required to recognize the Union and apply the most recent collective bargaining agreement. The employees in Carpentersville will not have to wait very long, i.e., just a matter of months, before they could circulate a petition seeking to decertify the Union if it is their desire to do so since as noted below Respondent sold its operation at 2017 Greenleaf in February 2003.

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In this particular case we have three interesting things to note. One of them is that 15 of the 18 employees in the unit at 2000 Greenleaf signed a petition dated May 21, 2002 that they were interested in moving to Carpentersville but still wanted to be in the Union. The second thing is that Respondent advised the Union that Carpentersville would be non-union. The third thing is that the pay and benefits at Carpentersville would be less generous than the pay and benefits at 2000 Greenleaf and indeed the position of leadperson, which paid a higher wage, would be eliminated at Carpentersville. Is it any wonder only seven employees from 2000 Greenleaf wanted to move to Carpentersville.

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At trial Dick Bedard, Respondent’s President from July 1996 to December 2002, testified that if a majority of the employees at Carpentersville had been transfers from 2000 Greenleaf and not new employees Respondent would have recognized the Union. Bedard concedes, however, that he never told this to the Union.

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5 The single facility presumption set forth in *Gitano* is rebutted in the instant case by the uncontroverted record establishing the parties' longstanding history of bargaining on a multi-facility basis. Accordingly, the "majority test" enunciated in *Gitano* is not applicable inasmuch as the Union continued to enjoy the presumption that it was the majority representative of all
10 Respondent's production and maintenance employees in the multi-facility unit which was comprised of the 80 bargaining unit members continuing to work at the 2017 Greenleaf facility and the employees working at Respondent's new facility in Carpentersville. If you add the 80 employees at 2017 Greenleaf to the 5 employees who transferred from 2000 Greenleaf you come up with 85 employees and add to that the 10 new hires at Carpentersville and you have a total of 95 employees and close to 90% of them were represented by the Union. Respondent was therefore obligated to continue recognizing the Union as the exclusive bargaining representative of all those employees and continue applying the existing collective bargaining agreement.

15 The Board has held that to destroy the appropriateness of a historical multi-facility unit such as the unit in this case, there must be "compelling circumstances" for disregarding the parties' bargaining history on a two-plant basis. The Board has found this to mean that the historical unit must no longer conform reasonably well to normal standards of appropriateness. In the instant case, such compelling circumstances do not exist.

20 The Carpentersville facility is approximately 35 to 40 miles from Evanston but the Board has held that geographic separation does not constitute "compelling circumstances" sufficient to override historical multi-facility unit. See e.g. *Trident Seafoods, Inc.*, 318 NLRB 738, 740 (1995), *Capital Coors Co.*, 309 NLRB 322 (1992).

25 The traditional factors utilized in determining unit appropriateness do not compel a finding that a combined unit comprised of Respondent's 2017 Greenleaf employees and employees at Respondent's new Carpentersville facility would be inappropriate sufficient to compel disregarding the parties' lengthy history of bargaining on a multi-facility basis. The
30 evidence demonstrated that unit employees at both locations continued to perform the same jobs on the same production lines utilizing the same equipment and job skills both before and after Respondent's move to Carpentersville. Employees who transferred to Carpentersville continued to be supervised by the identical management personnel that had supervised them when they worked at the 2000 Greenleaf facility. Additionally, corporate ownership and ultimate
35 responsibility for corporate policies at both Respondent's facilities remained vested in Respondent's President, Richard Bedard, as they had prior to the relocation to Carpentersville.

40 Accordingly, Respondent was obligated to continue recognizing the Union as the exclusive collective bargaining representative of Respondent's production and maintenance employees at its Carpentersville facility and further obligated to continue to apply the existing collective bargaining agreement to employees at that facility. Respondent's failure to do so violated Section 8(a)(1) and (5) of the Act.

45 C. Effects Bargaining

50 The Union filed the charge in this case on September 26, 2002. The charge alleges that Respondent violated the Act by failing and refusing to recognize the Union as the collective bargaining representative of the employees at Carpentersville and by failing and refusing to apply the current collective bargaining agreement at the Carpentersville facility. Respondent disagreed.

Respondent and the Union had earlier agreed to engage in effects bargaining and entered into a Memorandum of Agreement dated June 12, 2002, wherein the parties agreed among other things that “the Union does not waive its right to seek a determination from the NLRB as to whether the Carpentersville plant is covered by the collective bargaining agreement in effect between the parties or the plant is accreted to the existing unit.”

D. The Plant Located at 2017 Greenleaf

Ken Kunin replaced Dick Bedard as President of Respondent in late 2002.

He testified that Respondent sold its business located at 2017 Greenleaf to BW Elliott Manufacturing in early February 2003.

Dick Bedard had earlier testified that in July 2002 Respondent received an unsolicited inquiry about the possible purchase of Respondent’s business by a company called Teleflex or the forming of a partnership between Respondent and Teleflex and this started the process of the owners of Respondent thinking about selling the business but it was not until February 2003 that Respondent sold its business at 2017 Greenleaf to BW Elliott Manufacturing, which was not even the company that first expressed an interest in Respondent’s business in July 2002.

Respondent since February 2003 is no longer a multi-plant or multi-facility operation. Its business is now located exclusively in Carpentersville.

The sale of 2017 Greenleaf in February 2003 is irrelevant to the outcome in this case since the time frame we are looking at is the summer of 2002 when not all at once, but bit by bit over two months, four of the five manufacturing lines, including equipment, moved from 2000 Greenleaf to Carpentersville.

Remedy

Respondent should recognize the Union as the representative of its production and maintenance employees in Carpentersville and apply the terms of 2002 to 2005 collective bargaining agreement to those employees retroactive to the opening of the Carpentersville facility, making employees consistent with the June 12, 2002 Memorandum of Agreement whole for any loss of pay or benefits as a result of Respondent’s failure to apply the current collective bargaining agreement.

Conclusions of Law

1. Respondent, Arens Control Company, L.L.C., is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Union, Service Employees International Union, Local 1, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(1) and (5) of the Act when it failed to recognize and bargain with the Union as the exclusive collective bargaining representative of its employees employed at its Carpentersville facility.

4. Respondent violated Section 8(a)(1) and (5) when it failed and refused to apply the terms of the 2002 to 2005 collective bargaining agreement to its employees at its Carpentersville facility.

5. The above violations of the Act are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

5 On these findings of fact and conclusions of law and on the entire record I issue the following recommended³

ORDER

10 Respondent, Arens Control Company, L.L.C., its offices, agents, successors, and assigns, shall:

1. Cease and desist from

15 (a) Unlawfully failing and refusing to recognize the Union as the collective bargaining representative of the employees at Respondent's Carpentersville facility.

(b) Unlawfully failing and refusing to apply the terms of the 2002 to 2005 collective bargaining agreement at Respondent's Carpentersville facility.

20 (c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them in the National Labor Relations Act.

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

25 (a) Within 14 days from the date of this Order recognize the Union as the collective bargaining representative of its employees at the Carpentersville facility.

30 (b) Within 14 days from the date of this Order apply, retroactive to the opening of the Carpentersville facility, the terms of the 2002 to 2005 collective bargaining agreement between the Respondent and the Union and consistent with the Memorandum of Agreement dated June 12, 2002 make the employees whole for any loss of pay or benefits they suffered as a result of Respondent's failure to apply the current collective bargaining agreement.

35 (c) Preserve and, within 14 days of a request, make available to the Board, or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

40 (d) Within 14 days after service by the Region, post at its facility in Carpentersville, Illinois, and all other places where notices customarily are posted, copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 13 after being signed by the Respondent's authorized representative, shall be posted by

45 ³ 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.

50 ⁴ If this Order is enforced by a Judgment of the 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."

the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to 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. In the event that 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 2002.

(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, Washington, D.C., May 13, 2004.

Martin J. Linsky
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 fail and refuse to recognize the Union as the collective bargaining representative of the employees at our Carpentersville facility.

WE WILL NOT fail and refuse to apply the terms of the 2002 to 2005 collective bargaining agreement between us and the Union to the employees at our Carpentersville facility.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Federal law.

WE WILL recognize the Union as the collective bargaining representative of our Carpentersville employees.

WE WILL apply, retroactive to June 2002, the 2002 to 2005 collective bargaining agreement between us and the Union to the employees at our Carpentersville facility and consistent with the Memorandum of Agreement dated June 12, 2002 make them whole for any loss of pay or

benefits suffered by them as a result of our not applying the current collective bargaining agreement.

ARENS CONTROL COMPANY, L.L.C.

(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.nlr.gov.

200 West Adams Street, Suite 800, Chicago, IL 60606-5208

(312) 353-7570, Hours: 8:30 a.m. to 5 p.m.

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, (312) 353-7170.