JD-33-08
Akron, OH

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

THE BEACON JOURNAL PUBLISHING COMPANY
d/b/a THE AKRON BEACON JOURNAL

and Case No. 8-CA-37281

THE NORTHEAST OHIO NEWSPAPER GUILD,
LOCAL 1, A SECTOR OF THE COMMUNICATIONS
WORKERS OF AMERICA, LOCAL 34001, AFL-CIO-CLC

Iva Y. Choe, Esq., for the General Counsel.
Helen S. Carroll & Karen Lefton, Esqs., for the Respondent.
Mark Davis, *Executive Secretary*, for the Charging Party.

DECISION

Statement of the Case

GEORGE ALEMÁN, Administrative Law Judge. A Complaint and Notice of Hearing issued in this case on October 24, 2007,[1] alleging that The Beacon Journal Publishing Company d/b/a The Akron Beacon Journal (herein the Respondent) had violated Sections 8(a)(1) and (5) of the National Labor Relations Act (the Act).[2] Specifically, the complaint alleges that the Respondent unlawfully failed and refused, and continues to refuse, to provide the Union, which is the duly designated bargaining representative of certain of Respondent's employees in an appropriate bargaining unit,[3] with certain requested information, and unlawfully delayed providing the Union with other requested information. The information requested is contained in a March 9, 2007, letter sent by the Union to the Respondent, and includes the following:

1. Any and all payroll records, or records involving compensation of any kind, for any and all correspondents whose work or time was used by The Akron Beacon Journal

---

[1] All dates are in 2007, unless otherwise indicated.

[2] The unfair labor practice charge underlying the complaint was filed by The Northeast Ohio Newspaper Guild, Local 1, A Sector of the Communications Workers of America, Local 34001, AFL-CIO, CLC (herein the Union), on July 2, and amended on September 12.

[3] The appropriate bargaining unit includes: "All employees of the Editorial Department, excepting one editor, one managing editor, one administrative editor, one associate editor, one public editor, one night managing editor, one executive news editor, one chief editorial writer, one recruitment and training editor, one AME photo and graphics, one director of photography, one art director, one copy desk chief, one sports editor, one deputy sports editor, one AME features, one deputy features editor, one business editor, one deputy business editor, one weekend editor, one chief librarian, one new media editor, one night editor, one metro editor, one enterprise editor, five deputy metro editors, one AME projects/CAR, one newsroom technology manager, one assistant to the editor, one assistant to the associate editor."

in the calendar years 2000-2006.

2. Any and all payroll records, or records involving compensation of any kind, for freelancers, specifically delineating pay code and budget source for payment. Additionally, please include corresponding articles, and date of same, for which compensation was rendered.

3. Any and all lists, or similar such compilation, of correspondents maintained in the Akron Beacon Journal editorial department and/or newsroom for the calendar years 2000-2006.

4. Any agreements/contracts/memoranda that reflect a person's status as a correspondent, or status as any other type of independent contractor, maintained by the editorial department or any other department, for the period Jan. 1, 2000-March 9, 2006.

5. A copy of any retail or classified advertisements soliciting correspondents that appeared in the Akron Beacon Journal or any other publications between Jan. 1, 2006, and March 9, 2007. If an advertisement ran multiple times, please include a list of the dates it ran and the name of the publication(s) in which the ad(s) appeared.

6. A copy of any and all news stories or news briefs soliciting correspondents that appeared in the Akron Beacon Journal, along with the date(s) such story or stories appeared.

In a timely-filed answer to the complaint, the Respondent denies engaging in any unlawful conduct.

A hearing in this matter was held on January 10, 2008, at which all parties present were afforded a full and fair opportunity to be heard, to present oral and written evidence, to examine and cross-examine witnesses, and to argue orally on the record. On the entire record, including my observation of the demeanor of the witnesses, and after considering briefs filed by Counsel for the General Counsel and the Respondent,[4] I make the following

---

[4] In its post-hearing brief, the Respondent asserts that, after the hearing closed, it provided the Union with most of the information requested in its March 9, information letter, except for the information on the correspondents' compensation, which it claims to be confidential and private. Attached to its brief as Appendix A is a letter purportedly sent by Respondent to the Union describing what it was providing in response to its request. According to Appendix A, and to representations made in its brief, the Union was provided with the information requested in paragraphs 4, 5, and 6 of its March 9, information request. The Respondent thus argues that these particular allegations have been rendered moot by its post-hearing conduct, warranting their dismissal. (See Respondent's brief, p. 10). I disagree.

Neither the Union, nor Counsel for the General Counsel, has submitted anything supporting or corroborating the Respondent's above claim that it has partially complied with the information request. In the absence of such confirmation or corroboration, the Respondent's unilateral and unsubstantiated claim of its alleged partial post-hearing compliance with the Union's information request simply will not suffice to warrant any consideration of its mootness claim. Nor, in any event, would a finding of mootness be warranted even if, as claimed by the Respondent, it turned over some of the requested information after the hearing closed, for the Board has held that subsequent compliance with a request for information does not cure the unlawful refusal to

Continued

Findings of Fact

I. Jurisdiction

The Respondent, an Ohio corporation, with an office and place of business in Akron, Ohio, is engaged in the printing and publication of a daily newspaper.[5] Annually, the Respondent, in the course and conduct of its operations, derives gross annual revenues in excess of $200,000, subscribes to interstate news services, advertises for nationally sold products, and publishes nationally syndicated news features. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that, at all material times herein, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

A. Underlying facts

The Respondent, a morning daily newspaper with circulation in several counties in Akron, Ohio, is owned and operated by Black Press Ltd, and its owner David Black, who acquired it in August 2006.[6] Karen Lefton serves as the Respondent's General Counsel. The Respondent represented at the hearing that it employs nearly 600 full-time and part-time workers, 107 of whom are represented by the Union in the above-described bargaining unit. The Union has represented the bargaining unit since at least 2001, when it was first so recognized by the Respondent. That recognition has been embodied in successive collective bargaining agreements, the most recent of which is effective by its terms from July 26, 2004 through July 25, 2008. The record reflects that the Respondent also uses non-unit correspondents and freelancers as independent contractors to cover certain news events.

Following its acquisition by Black Press, the Respondent in August 2006, underwent a reduction-in-force, resulting in the layoff of some 50 bargaining unit employees. Prior to the reduction-in-force, there were some 160-165 employees in the bargaining unit. The

---

supply the information in a timely manner, and belated compliance with a request for such information does not render moot a complaint of an unlawful refusal timely to supply the requested information. *Amersig Graphics, Inc*., 334 NLRB 880, 897 (2001); *Teamsters Local 921 (San Francisco Newspaper)*, 309 NLRB 901, 902 (1992). Accordingly, the Respondent's argument on brief that certain issues in the complaint have been rendered moot by its alleged post-hearing compliance is rejected as without merit.

In light of the above finding, I deem it unnecessary to strike those portions of the Respondent's brief referencing its post-hearing conduct, as requested by Counsel for the General Counsel in a Motion to Strike filed in response to the Respondent's post-hearing brief. I do, however, agree with Counsel for the General Counsel that the representations made by the Respondent in its brief, regarding alleged settlement discussions it may have had with the Union after the hearing closed, were inappropriately included in the Respondent's brief, as they do not constitute a part of the record in this proceeding upon which any decision must solely be based, and, moreover, are not entitled to consideration under Rule 408 of the Federal Rules of Evidence.

[5] The Respondent is owned by Sound Publishing Inc., a wholly owned subsidiary of Black Press Ltd.

[6] The Respondent also runs a website publication at www.Ohio.com.

Respondent had experienced a similar reduction-in-force several years earlier in 2001. Union executive secretary Mark Davis testified that following the August 2006 reduction-in-force, he learned, from reading the Respondent's daily newspaper and from information provided by unit members, e.g., reporters, that there had been an increase in the use of correspondents.

Davis further testified, credibly and without contradiction, that the parties' collective bargaining agreement places limitations and/or restrictions on the type of work that can be assigned to correspondents. He explained, for example, that correspondents may interview people in advance of meetings, but where a particular meeting is deemed by an editor to be newsworthy, such work is assigned to reporter to cover, not to a correspondent. He also pointed out that correspondents are restricted to writing about misdemeanors and minor felonies, and, for the most part, are precluded from writing on major felony-related matters.[7] Language in Appendix A of the parties' agreement appears to corroborate Davis' testimony in this regard. Davis also pointed out that the parties' agreement limits the number of correspondents that may be employed vis-à-vis unit employees, referencing, in support thereof, the language of Article XVII which states that "[t]here will be a maximum of one correspondent for every full- and part-time reporter," and that, "[a]t no time will the number of Beacon Journal staff writers or photographers be reduced as a result of the use of regular correspondents." (GCX-2, 22). The Respondent did not dispute Davis' testimony in this regard, nor his characterization or interpretation of the wording in Appendix A or Article XVII of the agreement. Indeed, in a written statement submitted at the hearing in lieu of opening remarks, the Respondent proffered the same explanation for the contractual language referenced by Davis. (see RX-1, p. 3). Nor did the Respondent dispute, challenge, question, or otherwise deny, at the hearing or in its post-trial brief, the accuracy of the reports provided by Davis and other unit employees to the Union regarding its increased use of correspondents and/or freelancers following the reduction-in-force.

On October 30, 2006, the Union filed a grievance alleging that the Respondent's use of "interns and correspondents," e.g., independent contractors, while undergoing a reduction-in-force, violated various provisions of the parties' collective bargaining agreement. (GCX-3). According to Davis, the Union's position regarding the grievance was that under the agreement, the Respondent "had no right to use any correspondents, student correspondents, or freelancers" after laying off unit employees as a result of the reduction-in-force.[8] Alternatively, the Union argued that the collective bargaining agreement prohibited the Respondent from using these independent contractor correspondents on certain news stories, and that the grievance was intended to enforce said prohibition. (Tr. 14-15).

At a grievance meeting held between the parties on November 9, 2006, the Respondent was made aware of the Union's position. By letter to Lefton dated December 21, 2006, Davis notified Respondent that the Union would be proceeding to arbitration on its October 30, grievance. (GCX-4). Approximately one month later, the Union, in a January 17, 2007, letter to

---

[7] See, Appendix A, paragraph 2 (GCX-2, p. 36), which appears to corroborate Davis' testimony in this regard.

[8] Davis was unsure if correspondents and freelancers are one and the same. He claims that during a prior arbitration proceeding, the Respondent drew a distinction between the two by describing a correspondent as one who is assigned a specific territory or specific articles to write, while a freelancer generally works independently and seeks to sell his news articles to the Respondent. (Tr. 36-37). Asked by Respondent's counsel if correspondents and freelancers are paid differently, Davis stated he did not know because he has been unable to obtain the records to verify their compensation.

Lefton sent by its representative, Rollie Dreussi, again expressed concern over what it perceived to be the Respondent's improper expanded use of correspondents and freelancers to perform bargaining unit work, citing specific instances of the alleged contractual violations. Dreussi's letter asks that these additional alleged contract violations be made a part of the upcoming arbitration. (See, GCX-10).

On March 9, 2007,[9] Davis, as previously noted, wrote to Lefton requesting that Respondent provide the Union with the above-described information in order to prepare for the upcoming arbitration. (GCX-5). After identifying the information needed, Davis ended the letter by stating that this was an initial request, and that the Union reserved the right to request additional information it deemed pertinent to the grievance.

Davis explained why the Union needed the requested information. As to the information requested in paragraph No. 1, Davis explained that the Union needed this information to help identify and track the amount of work each correspondent had done for the Respondent before and after the 2000 and 2006 reductions in force. This information would give the Union a clearer picture of how the Respondent had used the correspondents from the first reduction-in-force and resultant layoff in 2000, up to the current reduction-in-force. As to the information sought in paragraph No. 2 regarding freelancers, Davis explained the Union wanted this information to counter the Respondent's suggestion that correspondents and freelancers were used differently. The information sought regarding the articles prepared by freelancers, the dates written, and their compensation, Davis claimed, would help determine the extent to which the Respondent was using its freelancers and/or correspondents. Regarding copies of any and all correspondents' lists requested in paragraph No. 3, Davis testified that the parties' agreement requires the Respondent to furnish the Union with such lists.[10]

The information requested in Paragraph No. 4, e.g., copies of agreements, contracts, or memoranda reflecting an individual's status as a correspondent, said documents, Davis explained, would help the Union ascertain whether or not there has been an increase in the number of correspondents used by the Respondent. In paragraph No. 5, the Union sought information relating to advertisements placed by the Respondent soliciting correspondents, and in paragraph No. 6, it asks for copies and dates of any and all correspondents' news stories or news briefs that appeared in Respondent's newspaper. Davis testified that the Union understood the Respondent was expanding its core of correspondents through the placement of newspaper advertisements, and that this was the reason for requesting the data identified in paragraphs Nos. 5 and 6 of the information request. (Tr. 20-23).

By April 12, more than a month after the request was made, the Union had not received any response to Davis' letter. Davis testified, credibly and without contradiction, that he phoned Lefton on April 12, to, among other things, inquire about the status of his information request. Lefton, he contends, informed him that because the personnel department had undergone a reduction in staff, "it would take her some time to get the documents together, and so I would have to wait some time before I would have the request fulfilled." There is no indication in

---

[9] All dates hereinafter are in 2007, unless otherwise indicated.

[10] Article XVII of the parties' agreement provides, in pertinent part, that "The EMPLOYER shall furnish the GUILD each quarter with a list of the regular correspondents used in the previous three months." (GCX-2, p. 22). Lefton admitted that the Respondent is contractually obligated to provide the Union with quarterly updates of the list of correspondents, and that the Respondent had not been complying with this particular provision. She testified that the list was provided to the Union only when a request for it was made. (Tr. 152).

Davis' description of this conversation that Lefton gave him a specific date as to when the information would be provided. Davis called Lefton again on April 24, to find out why the information had not yet been provided, and purportedly received the same response from Lefton.

Davis testified that at no time during these phone conversations with Lefton did she raise or express any concern regarding the substance of, costs associated with, or alleged burdensome nature of, the information sought by the Union. Nor is there anything in Davis' description of these conversations with Lefton to indicate that the latter expressed any privacy or confidentiality concerns to him regarding the request for the names and compensation amounts paid to correspondents or freelancers. Lefton did not deny having had these conversations with Davis. Unlike Lefton who was somewhat evasive and vague in her testimony, Davis came across as a sincere and fairly straightforward witness. He was able to provide testimony regarding specific conversations he had with Lefton, and when they occurred, unlike Lefton who claimed to have had numerous conversations but failed to provide any specifics as to when they may have occurred, or what may have been said.

On May 8, Davis wrote to Lefton confirming their previous two phone conversations. In his letter, Davis reminded Lefton of her promise to try and have "a majority of the information we requested within two weeks," but that two weeks had already passed and the information had not yet been provided. He went on to explain to Lefton that the information requested "is necessary and relevant to the representation of our membership in the respective arbitration proceedings which are in the process of being scheduled," and that it was "imperative that the [Union] have this information within the next seven (7) days so we may timely and adequately prepare for these arbitrations." (GCX-7).

Lefton testified that on receiving the Union's information request, she initially tried to figure out who in the Company had the information, explaining that not all the information was kept in the Human Resources department. Some of the information, she explained, was to be found in the newsroom, some in the finance department, and some in the "I.T." department. Lefton purportedly held meetings with the lead people in those departments to ascertain how best to respond to the information request. She contends that, at the time, the Respondent was busy handling several other grievances and information requests submitted by the Union, and had provided the Union with information in response to those requests. She testified that because several of these other grievances already had arbitrators and hearing dates assigned to them, the Union's March 9, information request had a lower priority for her, as the grievance for which the information was being sought had not yet been assigned an arbitration date.

Lefton claims that, in trying to comply with the information request at issue here, she sought to ascertain whether the information sought had already been provided to the Union in connection with the previous information requests, and concluded from her research that 98% of it had been previously provided. According to Lefton, she communicated her findings to Davis and Dreussi in separate phone conversations. She recalled telling them during those conversations that much of the information being requested was already part of the record on a different arbitration matter. (Tr. 104-107). Lefton, however, gave no indication when these alleged separate conversations with Davis and Dreussi purportedly occurred.

Lefton eventually responded to Davis by letter dated May 15, more than two months after receiving the information request. (see GCX-7). With her letter, Lefton forwarded some of the financial records asked for in paragraph No. 2 of the Union's information request, but redacted the names of the correspondents to which the records referred "to protect their privacy." Notably, Lefton in her letter makes no mention of her, or the Respondent, having any

privacy or confidentiality concerns regarding the compensation data on correspondents and freelancers asked for in paragraphs No. 1 and 2 of the information request. Regarding the "pay codes" requested in paragraph No. 2, Lefton did not provide said information because she was "unclear" what Davis was referring to. No other documents in response to the March 9, information request were produced by Lefton. Regarding Lefton's decision to redact the correspondents' names from the financial records provided, neither Davis nor anyone else from the Union was told beforehand of her intent to redact the information. At the hearing, however, Lefton explained that it was the Respondent's practice "not to publish people's salaries, [their] social security numbers [or] their rates of pay" in order "to protect the privacy of all the employees." She nevertheless admitted that this particular practice or policy is not written anywhere in Respondent's handbooks or policy manuals. She further admitted not knowing if the Respondent had entered into any agreements with its correspondents to maintain their financial records confidential and private. (Tr. 171-172; 181-182).

As to the Union's request in paragraph No. 2 for "corresponding articles and date of same for which compensation was rendered," Lefton informed Davis in her letter that the Respondent was unable to "devote personnel to conduct this broad search," but that the Respondent might be willing to consider this request if the Union narrowed its request to something more manageable.[11] She suggested that the Union undertake its own search for the information utilizing the Respondent's website. The letter concludes by asking Davis to remit payment to the Respondent in the amount of $120.60 to cover the reproduction costs of the paragraphs being provided. In her letter, however, Lefton did not address the remaining information sought by the Union in paragraphs No. 3-6 of its request, and gave no indication as to whether it would or would not be provided.

Lefton offered some explanations as to why no documents were provided in response to paragraphs No. 3-6 of the information request. Regarding paragraph No. 3 of the Union's request, e.g., a list of all correspondents from 2000-2006, Lefton admitted that the Union was contractually entitled to such information, and that the Respondent apparently had not been complying with said obligation. She testified that the last time the Union was provided with a correspondents list was in September, 2006, six months before the Union's March 9, request. She claims that when she received the March 9, information request, she informed Davis that the list provided to the Union in September 2006, was current and up-to-date. She did not, however, inform Davis that the correspondent lists he requested for the years 2000-2005 could not be produced or did not exist. Davis, in any event, credibly denied being told by Lefton that correspondent lists for 2000-2005 did not exist. He testified only to receiving the list for 2006, and nothing for the preceding years.

As to why the correspondent lists for years 2000-2005 were not turned over to the Union, Lefton explained that, on receipt of the March 9, request, she asked Sue Reynolds, the employee in charge of this information, if she could recreate a list of correspondents for the years prior to 2006, and was allegedly told by Reynolds that there was no way of doing so. Lefton testified that unlike regular employees whose names are entered into the payroll system, correspondents' names are not included in the payroll system and, consequently, she was

---

[11] Lefton contends that, because of the sheer size or volume of information being asked for, she offered to provide the Union with a synopsis of, rather than copies of entire individual articles, written by correspondents, but that Davis declined the offer and insisted on receiving the complete articles. According to Lefton's estimation, compliance with the Union's request would have required the production of some 20,000 articles, totaling about 60,000 pages, assuming, arguendo, each article averaged three pages in length.

unable to compile a list of correspondents from the payroll system as was possible with regular employees.

However, Lefton never claimed that compiling a list of correspondents for the years in question could not be done using other Company documents or some other retrieval method. Indeed, as Counsel for the General Counsel astutely points out in her brief, the Respondent did provide the Union with redacted payroll records for correspondents for the years 1997-2006, meaning that the Respondent could simply have gotten the names, and compiled a list, of its correspondents for the years 2000-2006, as requested in paragraph No. 3 of the March 9, letter, from these redacted payroll records, or, as had been requested by the Union in paragraphs No. 1 and 2, the Respondent could simply have turned over the correspondents' payroll records in unredacted form. It did neither.

As to the Union's request in paragraph No. 4 for copies of any agreements, contracts, or memoranda Respondent had with correspondents or freelancers, Lefton did not provide any such information because, she contends, the Respondent has never entered into any contracts with these individuals. (Tr. 119). Lefton, however, never informed Davis or the Union of their non-existence.[12]

As to the advertisements requested by the Union in paragraph No. 5, Lefton explained that complying with the request would have required the Respondent to have "someone come in and read the newspaper everyday and find those advertisements," since it had no electronic means for doing so. She admitted, however, that she never initiated any such search for the advertisements because of what she described as the Union's "unwillingness to deal on the issue of time and cost and expenses" of producing the documents, and simply put off conducting any search for advertisements asked for in paragraph No. 5. (Tr. 122).

Finally, Lefton did not provide any documents asked for in paragraph No. 6 of the Union's request. In her May 15, letter, Lefton advised the Union that the Respondent "was unable to devote personnel to conduct this broad search" for the correspondents' articles being requested, and that, if the Union were willing to "narrow" its request to something more manageable, the Respondent would be happy to consider it. She went on to suggest that the Union undertake a search of its own through the Respondent's website for the articles in question.

Lefton testified that the Union's interest in obtaining articles written by correspondents had come up prior to March 9, during discussions she had with Davis on other matters. She claims that she tried to accommodate the Union's interest in such information by offering to provide it with a representative sample of articles prepared by correspondents during a one-week time frame prior to the 2006 layoffs. She explained this would have given the Union a reasonable picture of how things had changed before and after the layoffs, but that the Union showed no interest in her suggestion. She recalls mentioning to the Union that any request for all stories written by correspondents and freelancers would be unreasonable. However, when pressed on what she actually told the Union, Lefton admitted she could not recall using the

---

[12] In a May 22, written response to Lefton's May 15, letter, received into evidence as GCX-9, Davis, inter alia, notified Lefton that he had not received any information in response to paragraph No. 4, suggesting the likelihood that Lefton may not have informed him, at least as of May 22, that such "agreements/contracts or memorandum" did not exist. While there is always the likelihood that Lefton may have mentioned this fact to Davis at some point after May 22, there is simply no evidence that Lefton did so.

word, "unreasonable" to describe any such request. Nor did she recall ever telling the Union that the correspondents and freelancers articles it was seeking were not relevant to its duties as bargaining representative. In fact, Lefton admitted that the Union's need for the articles to compare how they were being used before and after the reductions in force was indeed relevant to the Union. (Tr. 144). Rather, she explained what, in her view, was not relevant was the "printing out of every single story that every correspondent had written from 2000 to 2006", because, she contends, the information would not be read by anyone, opining that the Union was simply being irresponsible in seeking the information. (Tr. 161).

In his May 22, response to Lefton's May 15, letter, Davis acknowledged Lefton's partial response to the information request, but informed her that there were still "a number of paragraphs requested which were simply not addressed." He explained that Lefton had "failed to send any information relative to our requests in paragraphs #3 (list of correspondents 2000-2006), #4 (agreements/contract or memorandum that reflect status), #5 (copy of retail or classified advt. soliciting correspondents), #6 (copy of any/all new stories or briefs soliciting correspondents)." He also told Lefton that the compensation records provided with her May 15, letter "failed to identify the individuals or provide an identification number, which would determine if the correspondent list requested (but not sent) was complete." (GCX-9). Davis did not receive any response to his May 22, letter, and testified that, to date, the Respondent has only provided the Union with payroll records with the names redacted, and a list of correspondents for the year 2006.

Regarding the Respondent's request for payment to cover reproduction costs for documents provided, Davis testified that, with prior information requests involving, in some cases, voluminous documents, the Respondent has provided the information at no cost to the Union. Davis denied having had any discussion with Lefton or any other representative of the Respondent before receiving Lefton's May 15, response to the information request regarding the costs associated with the request, or receiving any request from Lefton or anyone else from the Respondent to bargain over said costs. He also denied ever being told by Lefton that the information request was burdensome in nature, being asked by Lefton to accept a compromise on the Union's request in paragraph No. 6 for the correspondents' articles, or telling Lefton that the Union would only accept the complete articles. (Tr. 199). I credit Davis' denials of Lefton's assertions.

Lefton admitted that the Respondent had not previously asked the Union to pay for researching and duplicating data in response to other information requests, but explained that the Union's request in this case was different because of the large amount of information that had been requested. She claimed that a provision in the parties' agreement stating that the parties were to share in the costs of arbitration supports her decision to bill the Union for the costs associated with Respondent's compliance with the information request. (Tr. 166)

Dreussi testified to receiving a letter dated May 29, from Lefton stating, inter alia, that the Respondent was still waiting for payment of the $120.60 requested in her May 15, letter, and that the Respondent would not provide the Union with more specific payroll information requested regarding overtime calculations for "part-timers" until it received such payment. (GCX-12). In a June 4, letter, Dreussi informed Lefton that the Union "will not pay for requests of information that are necessary and relevant to a grievance" and, as Lefton was aware, "has never done so." The letter also responded to a separate matter addressed by Lefton in her May 29, letter pertaining to a request for information regarding a pending arbitration over "vacation accrual for part-timers." (GCX-13). According to Dreussi, this was the first time in his ten years as Union representative handling grievances and seeking information that he has received a demand for payment from the Respondent for information provided. He contends that the

reproduction costs associated with an information request has never before been raised as an issue by the Respondent, or been the subject of bargaining by the parties.

B. Discussion

The complaint, as noted, alleges, and the General Counsel contends, that the Respondent's failure and refusal to provide the Union with the information requested by Davis in his March 9, letter, and its unexplained delay in furnishing the Union with the limited information it did provide, e.g., 1997-2006 redacted payroll records, was unlawful. The Respondent insists that it was justified not fully complying with the Union's information request, arguing that the information sought by the Union regarding "the specific amounts of money each correspondent earned" is not relevant to the Union's ability to administer or enforce its contract, and that, even if shown to have some relevance, the "correspondents interest in keeping his/her financial information confidential far outweighs the Union's need to know." (RB:4; 7). I find merit in the General Counsel's contention.

Section 8(a)(5) of the Act makes it an unfair labor practice for an employer to refuse to bargain collectively with the representative of its employees. An employer's duty to bargain includes an obligation "to provide information needed by the bargaining representative for the proper performance of its duties." *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435-436 (1967); *Globe Business Furniture, Inc. v. NLRB*, 889 F.2d 1087 (6th Cir. 1989); *NLRB v. U.S. Postal Service*, 841 F.2d 141, 143 (6th Cir. 1988); *Legal Services of Northern California*, 352 NLRB No. 66, slip op. at 3 (2008); *Ralph Grocery Co.*, 352 NLRB No. 18, slip op. at 7 (2008); *National Broadcasting Company, Inc.*, 352 NLRB No. 15, slip op. at 8 (2008); *The Earthgrains Company*, 349 NLRB No. 34, slip op. at 6 (2007); *Mission Foods*, 345 NLRB 788 (2005). *Crittendon Hospital*, 342 NLRB 686, 693 (20040; *American Telephone Co.*, 309 NLRB 925, 928 (1992). When Information sought by a union pertains to employees in the bargaining unit it represents, the information is deemed to be presumptively relevant. Information relating to matters outside the bargaining unit, however, enjoys no such presumption. Rather, in the latter situations, the Union must demonstrate the relevance of, and its need for, the requested information. *Ralph Grocery*, supra; *The Earthgrain Co.*, supra; *Crittendon Hospital*, supra at 694; *American Telephone*, supra. Information regarding subcontracting work done by nonunit employees, for example, is generally not considered to be presumptively relevant to a union seeking such information. However, the Board has held that information relating to subcontracting which impacts the working conditions of unit employees is indeed relevant. *Clear Channel Outdoor, Inc.*, 347 NLRB 524, 527 (2006); *Pratt & Lambert, Inc.*, 319 NLRB 529, 533 (1995); *Depository Trust Co.*, 300 NLRB 700, 704 (1990); also, *Comar, Inc.*, 349 NLRB No. 33 (2007).

While the information requested by the Union involves matters pertaining to non-bargaining unit individuals, in its March 9, letter, and as credibly testified to by Davis at the hearing, the Union made clear to Respondent that it needed the information for the upcoming arbitration on the Union's grievance. The grievance, as noted, accused the Respondent of violating its collective bargaining agreement by inappropriately increasing its complement of correspondents and/or freelancers following its reduction-in-force beyond what was contractually permitted, and by assigning these contracted nonunit correspondents and freelancers to perform bargaining unit work.

The grievance filed by the Union was, as noted, precipitated by reports it received from Davis and other unit employees following the reduction-in-force, the accuracy of which was not challenged, disputed, or otherwise denied by the Respondent at the hearing. If, as the Union could reasonably have suspected from these reports, the complement of correspondents and freelancers used by the Respondent increased following the reduction-in-force, and these

contracted individuals were being assigned bargaining unit work that may previously have been, or could have been, done by unit employees, including those laid off by the reduction-in-force, such actions by the Respondent would have adversely impacted the working conditions of unit employees by depriving them of work they may have been entitled to perform, and, as alleged in the Union's grievance, violated the terms of the parties' collective bargaining agreement. In these circumstances, the names of correspondents and freelancers, and the compensation paid to them, was clearly necessary and relevant to the Union in order to proceed to arbitration on its grievance over the Respondent's alleged contractual violations. See, *Schrock Cabinet Company*, 339 NLRB 182, 188 (2003) *(*employer obligated to provide information which is relevant to a union's decision to file or process grievances).

The Respondent, as noted, contends that, even if the requested information is deemed relevant, as I find it is, it nevertheless was justified, on privacy grounds, in not turning over the names of its correspondents because their interest in keeping said information confidential far outweighs the Union's need to know.[13] Its contention is without merit.

It is well settled that, in certain situations, confidentiality claims may justify a refusal to provide relevant information. *Crittenton Hospital*, 342 NLRB 686, 694 (2004); *Jacksonville Area Assn. For Retarded Citizens*, 316 NLRB 338, 340 (1995), citing *NLRB v. Detroit Edison Co.,* 440 U.S. 301 (1979). Confidential information of the type that might justify a refusal to disclose has been defined by the Board to include "that which would reveal, contrary to promises or reasonable expectations, highly personal information, such as individual medical records or psychological test results; that which would reveal substantial proprietary information, such as trade secrets; that which could reasonably be expected to lead to harassment or retaliation, such as the identity of witnesses; and that which is traditionally privileged, such as memoranda prepared for pending lawsuits. See, *National Broadcasting Company*, supra at 12, referencing to *Detroit Newspaper Agency*, 317 NLRB 1071, 1073 (1995).

When as, here, an employer raises such a claim, "the trier of fact must balance the union's need for the information sought against the legitimate and substantial confidential interests of the employer (footnote omitted)." *Id*. In such circumstances, the burden of proof rests with the party raising the claim of confidentiality, here the Respondent. *Id.* It bears noting, however, that the confidentiality claim must be timely raised and proven before the balancing test is triggered. Moreover, a blanket claim of confidentiality, without more, will not satisfy the burden of proof. *Detroit Newspaper Agency* supra at 1072. Finally, even where the employer can prove a legitimate confidentiality concern, it has a duty to seek an accommodation through the bargaining process. *Lenox Hill Hospital*, 327 NLRB 1065, 1068 (1999).

---

[13] The Respondent's position regarding disclosure of the compensation paid to correspondents is somewhat ambiguous and confusing. The record makes clear, and all parties on brief concede, that the Union was provided with financial records revealing the compensation amounts paid to correspondents since 1997. (GCB, p.5; RB, p. 5). What was not disclosed to the Union along with said financial records were the names of the individual correspondents associated with said records. Yet, on brief, the Respondent appears to argue that disclosure of the amounts paid to correspondents is confidential. Having already provided the Union with said amounts, it makes little sense for it to now claim that said compensation information is confidential. Rather, I am inclined to believe the gist of the Respondent's argument to be that disclosure of the correspondents' names, and requiring it to associate said names with the compensation information already provided, would compromise the correspondents' privacy rights, thus relieving it of any obligation to comply with this aspect of the request.

The Respondent here has not shown that it had a legitimate and substantial reason for keeping the correspondents' names private and confidential. In her May 15, response to the information request, Lefton, as noted, stated only that she redacted the correspondents' names "to protect their privacy." At the hearing, Lefton, with some degree of uncertainty, explained that she did not furnish the Union with the correspondents' names because she "thought there would be a privacy issue." (Tr. 119). She added, in a further attempt to explain her decision, that she was simply adhering to what she "thinks" was Respondent's general practice of not publishing "people's salaries, [their] social security numbers [or] their rates of pay." However, even if, as suggested by Lefton, the Respondent maintained such a practice, and I am not convinced it does not,[14] Lefton's failure and refusal to provide the Union with the correspondents' names was nevertheless not justified, for the practice, as described by Lefton, prohibits only the disclosure of a correspondent's salary, social security number, or rates of pay, not the correspondent's name. As noted, Lefton's initial explanation for not providing the Union with the correspondents' names, to wit, she *thought* it raised a privacy issue, reflected a degree of uncertainty on her part as to whether disclosure of such information was or was not proper. Under the alleged practice described by her, disclosure of the correspondents' names was, as noted, not specifically prohibited.

Although the Respondent, as noted, provided the Union with redacted payroll records showing the compensation paid to unidentified correspondents, and did not assert in its May 15, letter, as it did with the correspondents' names, a privacy or confidentiality concern with respect to the compensation amounts, Lefton, at the hearing, did assert, for the first time, that the amounts paid to a correspondent "might be a privacy issue." When advised by me that this privacy concern had not been raised in the Respondent's answer to the complaint, Lefton pointed out that "the only problem" she had "was with regard to the finances." Nothing else, in her view, was confidential. (Tr. 120; 171-172). She then pointed out that her May 15, letter to the Union had put the Union on notice of her concerns regarding the privacy of certain information being sought. As stated, however, Lefton's May 15, letter did not raise a privacy concern over the correspondents/freelancers' compensation, but rather focused only on the disclosure of the names of correspondents and freelancers.

As previously noted, a claim of confidentiality must be timely raised before the balancing of interests test will be applied. The Respondent's confidentiality defense to the Union's request for the amounts of compensation paid to correspondents and freelancers during the period set forth in the March 9, letter was, as noted, proffered for the first time at the hearing, and thus, I find, untimely raised. See, e.g., *Crittenton Hospital*, supra at 694 (confidentiality claim raised for first time in answer untimely); *Detroit Agency*, supra at 1072 (confidentiality claim raised for first time at hearing untimely). The Respondent has not cited any other reason, e.g., proprietary, fear of employee retaliation; pending lawsuit, etc., as grounds for wanting or needing to maintain the names of, and compensation paid to, correspondents or freelancers private and confidential. Nor has it argued, much less produced evidence to show, that the correspondents and/or freelancers were given assurances, or had requested, that their names, compensation paid, or any other matter pertaining to their contractual relationship with the Respondent remain confidential and private. Finally, even if the Respondent had been able to demonstrate some legitimate privacy grounds for not disclosing the correspondents' names, a claim that has not been established here, it made no effort to reach an accommodation through the bargaining process with the Union over this issue, as required. *Lenox Hill Hospital*, supra. Accordingly, I

---

[14] Other than Lefton's testimony, no documentary or other evidence was produced to show the existence of any such practice. As to Lefton's testimony, her claim in this regard, like much of her other testimony, was not particularly reliable or credible.

find that the Respondent was an under an obligation to comply with the Union's request for this information, and that its failure and refusal to do so was unlawful.

The Respondent, as noted, did furnish the Union with redacted financial records showing the amounts paid to correspondents. The complaint, however alleges, Counsel for the General Counsel contends, and I agree, that the Respondent's unexplained, more than 2-month, delay in furnishing this information to the Union was unreasonable and unlawful. When a union makes a request for relevant information, the employer has a duty to supply the information in a timely fashion or to adequately explain why the information will not be furnished. *Regency Service Carts, Inc.*, 345 NLRB 671, 673 (2005). An unreasonable delay in furnishing such information is as much of a violation of Section 8(a)(5) of the Act as a refusal to furnish the information at all. *Earthgrains*, supra, slip op. at 22. The Respondent here offered no explanation for taking more than two months to turn this particular information over the Union. Indeed, Lefton's claim that she did not consider the entire information request high on her priority list because an actual date for the arbitration on the grievance had not yet been selected provides some insight into why Lefton did not feel compelled to act sooner. This explanation hardly serves as a legitimate basis for the Respondent's failure to comply sooner with this particular aspect of the Union's request. Accordingly, I find, in agreement with Counsel for the General Counsel, that the Respondent violated Section 8(a)(5) and (1) of the Act, as alleged, by waiting more than two months to turn over the correspondents' financial records to the Union.

Regarding the Union's request in paragraph No. 3 of its March 9, information letter, to wit, the correspondent lists for the years 2000-2006, other than the 2006 list turned over to the Union in September 2006 and not in response to the March 9, information request, the Respondent has not complied with this request. Lefton's claim that she did not do so because the correspondents' and freelancers' names are not incorporated into its regular employee payroll system, making the compilation of such lists impossible, is simply not a valid defense. Lefton did not claim that the information did not exist, only that it could not be compiled through its regular employee payroll system. What Lefton did not explain is how the correspondents list that was provided to the Union in September 2006, was compiled. Clearly, if, as claimed by Lefton, the correspondents' names are generally not included in the regular employee payroll system, then arguably the 2006 correspondents list given to the Union must have been compiled from some other documents or records maintained by the Respondent. As noted, the correspondents' names needed to compile the lists apparently could have been garnered by the Respondent from the payroll records it provided to the Union, albeit with names redacted, in response to the Union's request for the correspondents' names and compensation paid.

In short, the Respondent has not demonstrated that the information needed to compile the 2000-2005 correspondent lists requested by the Union in paragraph No. 3 of its March 9, letter was no longer available or did not exist. That the Respondent may not have been able to provide this information in the same format as the 2006 correspondents list does not excuse its noncompliance, for the Board has held that when an employer in a collective-bargaining relationship possesses the requested information but not in the form as requested, "it must make some effort to 'inform' the union so that the union may, if necessary, modify its request accordingly." *Yeshiva University*, 315 NLRB 1245, 1248 (1994). The Respondent, as noted, never did so. Accordingly, its failure to comply with the Union's request for its 2000-2005 correspondent lists was unlawful.

As to the copies of contracts between correspondents and Respondent sought by the Union in paragraph No. 4 of its March 9, request, no such documents were turned over to the Union because, as claimed by Lefton at the hearing, they do not exist. No testimonial or other evidence was produced to refute Lefton's claim that the Respondent does not have any such

written contracts with correspondents and/or freelancers. I accept Lefton's representation as true.

The General Counsel contends that a violation should be found regarding the nonproduction of the contracts requested in paragraph No. 4 because the Union was never informed of the nonexistence of these documents. I disagree. The complaint alleges only that the Respondent failed and refused to furnish the Union with the information requested in paragraph No. 4. As the information does not exist, the Respondent could not be expected to comply with this particular request. Although the Respondent should have notified the Union that such records do not exist, its failure to do so was never alleged in the complaint to be unlawful, nor did Counsel for the General Counsel at the hearing seek to amend the complaint to include such a violation on learning through Lefton's testimony that the Respondent does not maintain written contracts with its correspondents and freelancers. In these circumstances, I find that the Respondent's failure to provide the Union with the information sought in paragraph No. 4 of its March 9, request, and its failure to notify the Union that such paragraphs did not exist, were not unlawful. See, *Albertson's*, 351 NLRB No. 21, slip op. at 2 (2007); *Raley's Supermarket*, 349 NLRB No. 7, slip op. at 3 (2007).

Regarding the Union's request in paragraph No. 5 for copies of any retail or classified advertisements placed by the Respondent in its own, or some other, publication soliciting correspondents, Lefton readily admitted that this information was not provided, and that she, in fact, did not make much effort to search for or gather the information, or to ascertain whether or not said information was available for production. Clearly, the information was available since the Respondent, on brief, represented that it did provide this information to the Union after the hearing closed. Whether true or not, the fact remains that in making said representation, the Respondent was in fact conceding that it had the information. The Respondent has offered no justification for not complying with this aspect of the Union's March 9, information request. This information was clearly of relevance to the Union in ascertaining whether the Respondent was seeking to add to its pool of correspondents at a time when it was engaging in a reduction-in-force and laying off unit employees. The Respondent's failure, without any justification, to provide the Union with this information was therefore unlawful and a violation of Section 8(a)(5) and (1) of the Act.

Finally, the Respondent provided nothing in response to paragraph No. 6 of the Union's March 9, request for copies of "any and all news stories or news briefs soliciting correspondents" that appeared in its publication. Davis credibly explained that the Union needed this information to determine how the Respondent used correspondents before and after its reductions in force, and to ascertain, from the substance of the articles, if correspondents were being assigned work inconsistent with the terms and provisions of the collective bargaining agreement. The information, therefore, was, contrary to the Respondent's assertion at the hearing, relevant to the Union's need and ability to police its contract with the Respondent. As noted, Lefton, readily admitted that the articles were indeed relevant for the Union to ascertain how correspondents were being used both before and after the reductions in force.

The Respondent's further claim in its answer and at the hearing, that the Union's request was overbroad, and that production of these articles would be overly burdensome, is likewise rejected as untimely. The record in this regard reflects that at no time before Lefton's May 15, response to the Union's information request, including during the two April phone calls Davis had with her regarding that request, did Lefton claim, object, or express concern to Davis that the request was overbroad, or that compliance with any aspect of the request would be overly burdensome. In her May 15, response, Lefton did advise the Union that the Respondent "was

unable to devote personnel to conduct this broad search" for the requested correspondents' articles. Lefton's above message to Davis, and as Davis credibly testified Lefton told him during their April phone conversations, makes clear that her alleged inability to comply with the Union request for the correspondents' articles resulted from Lefton's unwillingness to assign the personnel needed to retrieve the information, and not because she viewed the Union's request as overly broad or as particularly onerous or burdensome. The Respondent's unwillingness to assign additional personnel to retrieve the requested information stemmed, according to Davis' account of his phone conversation with Lefton, from a shortage of personnel precipitated by its own reduction-in-force, and was unrelated to the scope of the information request.

However, assuming arguendo that the Respondent had concerns about the amount of information sought by the Union in its March 9, request, it made no attempt to seek an accommodation with the Union regarding production of any of the requested information. As credibly testified to by Davis, during his two April phone conversations with Lefton, the latter never objected or complained about the size or scope of the information request, or sought to have Davis modify the request. Rather, Davis credibly explained that Lefton simply advised that she would need more time to retrieve the information being requested. If, on receipt of the information request, the Respondent considered it to be overly board or unduly burdensome to comply with, it was not at liberty to simply refuse to comply the request. Rather, it had an obligation to inform the Union of its concerns, and to offer to cooperate with the Union in reaching a mutually acceptable accommodation. *Mission Foods*, supra at 789. The Respondent, as noted, failed to do so here.

In fact, it was not until November 6, when it filed its answer to the complaint, almost eight months after receiving the Union's March 9, request, that the Respondent, for the first time, asserted as an affirmative defense, that it was justified in refusing to comply with the Union's information request because it was "overbroad and unduly burdensome." The Board, however, has made clear that a party wishing to assert that an information request is too burdensome must do so at the time the information is requested, and not for the first time during the unfair labor practice proceeding. *Pet Dairy*, 345 NLRB 1222 (2005); *Anthony Motor Co., Inc.*, 314 NLRB 443, 450 (1994). The Respondent's claim, therefore, that it was justified in refusing to comply with any aspect of the Union's March 9, information request is rejected as untimely raised and as lacking in merit. Accordingly, I find that the Respondent's failure and refusal to comply with the Union's request, in paragraph No. 6 of its March 9, letter, for copies of the correspondents' new stories or news briefs soliciting correspondents was unlawful and a violation of Section 8(a)(5) and (1) of the Act, as alleged.[15]

Conclusions of Law

By failing and refusing to provide the Union with certain information requested in paragraphs 1-3, 5 and 6 of its March 9, 2007, letter, and by unreasonably delaying providing other information, to wit, the correspondents' financial records, to the Union, which information is relevant to and necessary for the Union to properly perform its duties as exclusive bargaining representative of its employees, and for the processing of a grievance, the Respondent has

---

[15] Also rejected as untimely raised and as without merit is Respondent's further assertion at the hearing that the Union could easily have retrieved on its own via the Respondent's website copies of the news stories written by correspondents, as requested in paragraph 6 of the March 9, information request. An employer is not excused from complying with an information request simply because the Union may have an alternative means for obtaining the information. *New Surfside Nursing Home*, 33O NLRB 1146, 1149-1150 (2000).

engaged in an unfair labor practice affecting commerce within the meaning of Section 8(a)(1) and (5), and Section 2(6) and (7) of the Act. Except as found herein, the Respondent has not engaged in any other unfair labor practices.

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.

To remedy its unlawful conduct, and to the extent it has not already done so, the Respondent shall be ordered to provide the Union with the information requested in paragraphs 1- 3, 5, and 6 of the Union's March 9, 2007, information request, and to post an appropriate notice to employees.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[16]

ORDER

The Respondent, The Beacon Journal Publishing Company d/b/a The Akron Beacon Journal, Akron, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to furnish relevant and necessary information requested by Northeast Ohio Newspaper Guild, Local 1, A Sector of the Communications Workers of America, Local 34001, AFL-CIO, CLC, on March 9, 2007, and failing to comply with the Union's request for relevant and necessary information in a timely manner.

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

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

(a) Promptly furnish, if has not yet done so, the information requested by the Union in paragraphs 1-3, 5 and 6 of its March 9, 2007, letter.

(b) Within 14 days after service by the Region, post at its facility in Akron, Ohio, copies of the attached notice marked "Appendix."[17] Copies of the notice, on forms provided by the Regional Director for Region 8, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in

---

[16] 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.

[17] 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."

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, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 9, 2007.

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. July 22, 2008

_____
George Alemán
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 refuse to bargain with the Union, the Northeast Ohio Newspaper Guild, Local 1, A Sector of the Communications Workers of America, Local 34001, AFL-CIO, CLC, by failing and refusing to provide it, or by untimely providing it, with information that is relevant and necessary to the performance of its duties and obligations as the collective bargaining representative of our employees in an appropriate unit as defined in the collective bargaining agreement between the Union and The Beacon Journal Publishing Company d/b/a The Akron Beacon Journal.

WE WILL promptly furnish the Union with the information requested in paragraphs 1-3, 5 and 6 of its March 9, 2007, letter.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

THE BEACON JOURNAL PUBLISHING COMPANY
d/b/a THE AKRON BEACON JOURNAL
(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.

1240 East 9th Street, Federal Building, Room 1695
Cleveland, Ohio 44199-2086
Hours: 8:15 a.m. to 4:45 p.m.
216-522-3716

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, 216-522-3723.