DC 37 v. HRA & City, 65 OCB 36 (BCB 2000) [Decision No. B-36-2000 (IP)]

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

In the Matter of the Improper Practice Proceeding	
--between--	
	: DECISION NO. B-36-2000
District Council 37, AFSCME, AFL-CIO Petitioner,	: DOCKET NO. BCB-2013-98
--and--	
New York City Human Resources Administration And City of New York, Respondents.	

DECISION AND ORDER

On September 21, 1998, District Council 37, AFSCME, ("DC 37" or "Union") filed an improper practice petition against the New York City Human Resources Administration ("HRA" or "City"). The Union alleged that the employer committed an improper practice in violation of § 12-306a(1), (2) and (4) of the New York City Collective Bargaining Law ("NYCCBL")[1] by unilaterally promulgating a method of deductions from the paychecks of employees who are issued fines as part of disciplinary procedures under the contractually provided grievance

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[1] NYCCBL § 12-306a provides, in relevant part:
Improper practices: good faith bargaining. a. Improper public employer practices. It shall be an improper practice for a public employer or its agents:
(1) to interfere with, restrain or coerce public employees in the exercise of their rights granted in §12-305 of this chapter;
(2) to dominate or interfere with the formation or administration of any public employee organization;
(3) to discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activity of, any public employee organization;
(4) to refuse to bargain collectively in good faith on matters within the scope of collective bargaining with certified or designated representatives of its public employees. . . .

procedure.

In its improper practice petition, the Union asserts that the City's action (*i*) breaches the City's duty to bargain in good faith over (a) managerial action affecting wages and over (b) the alteration of a work rule concerning disciplinary procedures, (*ii*) restrains HRA employees in the exercise of their rights under the NYCCBL, and (*iii*) dominates and interferes with the administration of the Union by allegedly impairing its ability to represent members adequately in disciplinary matters.

After numerous requests for extension of time, the City filed an answer on August 17, 1999, and the Union filed a reply on August 2, 2000.

Background

On May 21, 1998, Ralph Zinzi ("Zinzi"), HRA Deputy Commissioner for Labor Relations, issued a memorandum ("memo") on the subject of "Disciplinary Pay Fines," directed to representatives of eight unions. Four of the eight named individuals were officials of constituent locals of the petitioning Union.[2] The memo stated that, in the implementation of Step II decisions, all disciplinary pay fines would be taken out of the affected employee's paycheck five days at a time. The memo went on to cite examples of deductions from paychecks of employees fined for four, seven, ten and twenty days' pay.

In a letter dated June 23, 1998, Ronald Harris, Assistant Director of the Clerical Administrative Division of the Union, wrote to Zinzi, requesting a labor-management meeting to

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[2] Locals 1549, 2627, 371 and 375.

discuss what he described as a change in policy in the implementation of disciplinary pay fines. The requested meeting did not take place.

Pertinent documents referenced in the instant case are the applicable collective bargaining agreement, *i.e.*, the 1995-2000 clerical unit agreement, which, at Article VI, contains a description of a procedure for the disposition of, *inter alia*, claimed wrongful disciplinary action taken against certain employees,[3] and Executive Order No. 13, dated July 24, 1990. The latter document authorizes the Commissioner of the New York City Office of Labor Relations to represent the Mayor in the conduct of all labor relations between the City of New York and labor unions, associations, or other organizations representing the employees of the City.[4]

Positions of the Parties

Union's Position

In the instant proceeding, DC 37 contends that the memo of May 21, 1998, specified a method by which pay fines would be deducted from employee pay checks pursuant to Step II

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[3] The contractual grievance procedure also covers the disposition of claimed violations, misinterpretations or misapplication of the rules or regulations, written policy or orders of the employer applicable to the agency which employs the grievant affecting terms and conditions of employment, with certain exceptions, not applicable here.

[4] The Commissioner "shall" have the duty and authority, inter alia, to negotiate with certified collective bargaining representatives and, in fact, has the "exclusive authority" to negotiate on all matters within the scope of bargaining. The Executive Order specifies that no agreement, contract or understanding with respect to matters within the scope of bargaining shall be made except by the Commissioner, and no such agreement, contract or understanding shall be enforceable unless in writing and signed by the "required parties." The Commissioner is permitted to delegate the performance and exercise of certain duties and authority to deputies of the Office of Labor Relations as the Commissioner deems appropriate.

grievance determinations. The Union argues that the particularization of such a method changed a longstanding practice in which union and management representatives negotiated the manner in which pay fines levied pursuant to disciplinary conferences were deducted from wages. By failing to respond to Union Representative Ronald Harris' letter of June 23, 1998, by which he requested a meeting to discuss the issue, the Union argues the memo violated the employer's duty to bargain over a mandatory subject of bargaining on two counts.

First, the Union asserts management's decision as expressed in the memo affects the wages of certain unit members. Secondly, the Union asserts the decision effects a unilateral change in a working condition, namely a work rule concerning a disciplinary matter. The Union also contends the management action discriminates against employees who use the contractual grievance process because only those whose grievances are heard through the second step of that process are subject to the pay fines at issue. Finally, the Union contends the management action was designed to dominate and interfere with the administration of the Union by ensuring that the Union could not adequately represent its members' interests in disciplinary matters.

City's Position

The City counters the Union's arguments by contending that, although in the past it might have negotiated certain aspects of pay fine deductions with the Union on a case-by-case basis as special considerations required, it always retained the right to exercise its statutory managerial prerogative to determine unilaterally how pay fines would be deducted. This was never a union-negotiated policy or procedure, the City argues. Even if this were a mandatory subject of

bargaining, the City contends, the Union never formally demanded bargaining either before or after the memo was issued.

Moreover, the City stands on its managerial right to take unilateral action to discipline employees including the right to set and collect disciplinary pay fines. The parties have agreed to no limitation on that right, the City continues. Finally, the City maintains the Union has offered no evidence to support its claim of domination and/or interference in the administration of the Union. The City asserts the Union's allegations on all counts are speculative and conclusory.

Discussion

The petition complains that the memo of May 21, 1998, specified a method of deducting pay fines from unit employees whose grievances fail at Step II of the contractual grievance resolution procedure. By unilaterally specifying a method of deductions, the Union argues, the City has violated its duty to bargain. The City contends, *inter alia*, that the petition's allegations are speculative and conclusory and that it fails to state facts that would constitute an improper practice.

As a preliminary matter, the allegations of an improper practice petition must sufficiently cover the material substantive elements of the claims of improper practice in order to state a *prima facie* case.[5] The instant petition's allegations are clear that the claim concerns criteria and procedures for making such deductions. The Union's argument is also clear that such criteria

[5] *See, e.g., United Probation Officers Association v. Department of Probation*, Decision No. B-44-86 at 11.

and procedures are matters for collective bargaining and that HRA's unilateral action here with respect to those matters constitutes a refusal to bargain within the meaning of the NYCCBL. We find, therefore, that with respect to the claim that HRA has refused to bargain over the pay fine deductions, the petition's allegations are legally sufficient.

As for the substantive issues, public employers and employee organizations have a duty under the NYCCBL to bargain on all matters concerning wages, hours and working conditions.[6] Certain rights are reserved to management, specifically, those with respect to decisions that are not within the mandatory scope of bargaining.

The instant case concerns deductions of pay fines from employee wages. In *Westchester*

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[6] **NYCCBL §12-307** provides, in relevant part:

Scope of collective bargaining, management rights. a. Subject to the provisions of subdivision b of this section . . . , public employers and certified or designated employee organizations shall have the duty to bargain in good faith on wages (including but not limited to wage rates, pensions, health and welfare benefits, uniform allowances and shift premiums), hours (including but not limited to overtime and time and leave benefits) working conditions.

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b. It is the right of the city, or any other public employer, acting through its agencies, to determine the standards of services to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Decisions of the city or any other public employer on those matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on terms and conditions of employment, including, but not limited to, questions of workload, staffing and employee safety, are within the scope of collective bargaining. . . .

County Correction Officers Benevolent Association, Inc., and County of Westchester,[7] the Public Employment Relations Board ("PERB") held that unilaterally implementing a procedure under which an employer deducted pay of unit members violated the Taylor Law's bargaining requirement. PERB cited precedent in which it held that "[w]ages are a term and condition of employment that cannot be changed without negotiations . . . [D]eductions in salary, lump sum pay, the method of calculating pay, the date on which employees are to be paid, and retroactivity are mandatorily negotiable."[8] That reasoning was relied on by a PERB administrative law judge who held that bargaining was required to determine the method of calculating salary reductions and recoupment procedures.[9]

Although the Taylor Law does not contain a management rights clause as the NYCCBL does, there is no dispute here that "wages" constitutes a mandatory subject of bargaining under both statutory schemes. The City argues that the applicable collective bargaining agreement does not limit the manner in which pay can be deducted from an employee's paycheck for pay fines. We are not persuaded by that argument, because the determination of the bargainability of the

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[7] 33 PERB 3025 (May 1, 2000) (holding that county was not privileged to alter method of tax withholding unilaterally for correction offices whose claims for workers' compensation and General Municipal Law benefits were being controverted; IRS opinion letter authorizing discretion by county did not relieve county of duty to bargain mandatory subject of bargaining).

[8] *County of Orange*, 12 PERB 3114 (1979), *cont'd* 75 A.D.2d 878, 13 PERB 7009 (2d Dep't 1980), *motion for leave to appeal denied*, 51 NY2d 703, 13PERB 7013 (1980); *County of Monroe*, 10 PERB 3104 (1977); *Lynbrook PBA*, 10 PERB 3067 (1977). *See also City of Newburgh*, 20 PERB 3017 (1987).

[9] *Albany Police Officers Union, Local 2801, Council 82, AFSCME, AFL-CIO, and City of Albany*, 23 PERB 4531 (March 28, 1990) (ALJ).

managerial action affecting wages, which is the question at issue, is not made by reference to the contract. Thus, as a matter of wages, we hold that the change in the manner of deducting fines, as directed by the May 21, 1998, memo in the case before us constitute a change which requires bargaining.

This Board also has addressed the issue of deductions from wages in the context of payments as a condition of employment. In an earlier case,[10] a public employer began enforcing a City Charter provision after ten years of non-enforcement. That provision required paycheck deductions from non-resident prospective employees as a condition precedent to employment.[11] The Board determined the employer's action violated NYCCBL § 12-306a(4) and, derivatively § 12-306a(1), because that action "suddenly and unilaterally" established a condition of employment over which the employees had a right to demand bargaining.[12]

The instant case is similar to the earlier one insofar as both concern the managerial act of unilaterally establishing a condition of employment with respect to certain deductions from pay. In the earlier case, the payment, through payroll deductions, of the amounts prescribed under the City Charter was a requirement of continued employment. In the instant one, the deduction of the pay fine is a condition of employment, and the failure to comply with that requirement – although not expressly stated by the City – could reasonably be expected to result in further

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[10] *Committee of Interns and Residents v. New York City Health and Hospitals Corporation*, Decision No. B-25-85.

[11] § 822 (Local Law 2, 1973) of the City Charter.

[12] Decision No. B-25-85 at 10-11. The Board did not analyze the case based on "wages."

discipline or even employment termination. The City does not dispute the Union's assertion that, for the first time, the memo specifies a procedure for implementing deductions. The City's contention here is that the employer has continued to retain its right to implement pay fines in whatever manner it chooses. We hold that a unilateral change regarding a deduction from wages directly relates to a condition of employment and is a mandatory subject of bargaining whether the deduction is to satisfy a liability under the City Charter or to pay a fine.[13] Because the memo specifies details of a procedure for implementing pay fine deductions for the first time, we find that this specificity constitutes a change in the employer's procedure, and that HRA has a duty to bargain over the change.

The City argues that it has a managerial right to take unilateral action to discipline employees including the right to set and collect disciplinary pay fines. The City further argues the parties have not limited that right here. We have long held that NYCCBL § 12-306b reserves to management the right to take disciplinary action against its employees.[14] But the management prerogative provision of the NYCCBL was not intended to cover the entire area of discipline.[15] In our view, it is not the intent of the NYCCBL to prohibit bargaining on the methods, means and

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[13] *See*, also, *City of Tonawanda*, 14 PERB 4575 (1981) (ALJ) (holding that a procedure for docking wages is a disciplinary work rule, thus, a term and condition of employment and, therefore, a mandatory subject of bargaining; where such a rule is changed unilaterally, that change without a meritorious defense, not state of mind of the actor, violates § 209-a.1[d] the Taylor Act).

[14] *City of New York v. District Council 37, AFSCME, AFL-CIO*, Decision No. B-3-73 at 8 – 11 (holding that bargaining on the matter of appeals from disciplinary actions and for the submission to arbitration of disciplinary rulings is mandatory).

[15] *Id.* at 9.

procedures which may be used in effectuating disciplinary action.[16] As we noted early on, the Court of Appeals has held that the Taylor Law was intended to give broad support to the principle of collective bargaining in all its aspects; that includes the arbitration of grievances such as those arising from disciplinary matters.[17] Thus, we determined that the managerial rights clause of the NYCCBL not only protects management's right unilaterally to take disciplinary action,[18] but, at the same time, does not constitute a bar to bargaining on other aspects of disciplinary power.[17] We also stated that disciplinary action manifestly affects working conditions.

In the case at bar, the Union does not dispute the employer's right to take disciplinary action under the circumstances here. The issue concerns the method used to deduct disciplinary pay fines. That is a question of procedure and, as such, we hold that it is bargainable notwithstanding the management rights clause of the NYCCBL.

Having determined that the procedure for pay fine deductions set forth in the memo of May 21, 1998, is mandatorily bargainable, we turn to the question of whether the Union properly demanded bargaining. There is no dispute that City representatives did not bargain with Union

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[16] *Id.* at 10.

[17] *See City of New York v. District Council 37, AFSCME, AFL-CIO*, Decision No. B-3-73 at 10 citing *Board of Education of Huntington v. Associated Teachers of Huntington*, 331- N.Y.S. 2d 17 (April 1972); *see*, also, *Binghamton Civil Service Forum v. City of Binghamton*, 44 N.Y. 2d 23, 374 N.E.2d 380, 97 LRRM 3070.

[18] *City of New York v. District Council 37, AFSCME, AFL-CIO*, Decision No. B-3-73 at 10.

[17] *Id.* at 11.

representatives over this issue. But did the letter of June 23, 1998, from Harris to Zinzi which requested a labor-management meeting about the change in implementation of the pay fines rise to the level of a formal bargaining demand? The City contends it did not. It cites Executive Order No. 13, which states that the Commissioner of Labor Relations has exclusive authority to negotiate on all matters within the scope of bargaining. Although that document states the Commissioner is permitted to delegate the performance and exercise of certain duties and authority to deputies of the Office of Labor Relations, the City maintains that the Union made no formal demand for bargaining, even up to the filing of the instant petition. The City cites precedent of this Board for the proposition that the filing of an improper practice petition cannot substitute for a formal demand for bargaining.

In *Correction Officers Benevolent Association v. City of New York Department of Correction* which the City cites,[18] Correction Officers complained to the warden at the Rikers Island facility where they worked that it would take them longer to walk from the employees' locker room to a newly designated roll call assembly point than it took to get to previously designated assembly points. Their union sought compensation for the time it took them to walk the extra distance. This Board declined to require the Department to bargain over the demand. It determined that neither complaints by Correction Officers to the warden nor complaints by a union delegate to the warden during a monthly labor-management committee meeting rose to the level of a formal bargaining demand. Negotiations for a successor collective bargaining agreement were not yet concluded, and an impasse panel was still meeting to resolve issues in the

[18] Decision No. B-21-81.

contract dispute. The Board was unwilling to allow the filing of the improper practice petition to substitute for a demand for bargaining.[19] Here, the City argues that the instant petition should be dismissed also because arguably no formal bargaining demand was made. The Petitioner contends that Harris telephoned HRA labor relations "personnel" and wrote to Zinzi requesting a meeting "so that the parties could address this issue across the table," but the Petitioner asserts, "HRA never responded to the Union's overtures."

In *United Probation Officers Association v. Department of Probation*,[20] the City defended its failure to negotiate over criteria and procedures to implement a merit pay increase by calling attention to the union's failure to make a formal demand during collective bargaining for a successor contract.[21] This Board held, *inter alia*, where an employer takes unilateral action on a mandatory subject of bargaining, a union is not required to make a formal demand to bargain on that subject.[22] The Board further held that an employer's unilateral change in such a term or condition of employment violates the NYCCBL as much as does a flat refusal to bargain.[23]

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[19] *Id.* at 12.

[20] Decision No. B-44-86.

[21] *Id.* at 8.

[22] *Id.* at 19.

[23] *Id.* citing *NLRB v. Katz*, 369 U.S. 736, 50 LRRM 2177 (1962) (holding that an employer's unilateral change in conditions of employment violated § 8(a)(5) of the National Labor Relations Act [analogous to NYCCBL § 12-306a(4)], reasoning that unilateral action by the employer "frustrates the objectives of § 8(a)(5) much as does a flat refusal").
See, also, *Buffalo Bldg. Trades Council v. Board of Education*, 6 PERB 3051 (1973) and *Committee of Interns and Residents v. New York City Health and Hospitals Corporation*, Decision No. B-25-85.

We have already determined that the pay fine deductions at issue here constitute a mandatory subject of bargaining. We shall not require the Union to have made a formal demand to bargain over the method of implementing those deductions. The City does not deny it received Harris' letter of June 23, 1998. It was on notice, therefore, that the Union had an issue with the method of pay fine deductions. Moreover, there is no assertion by the City that it would have been willing to engage in such negotiations had it heard from the Union in a more formal manner.

Following the reasoning set forth above, we hold, therefore, that the memo of May 21, 1998, violates NYCCBL § 12-306a(4) as surely as if HRA had flatly refused a formal demand to bargain. We further find that, as a consequence of its refusal to confer with the Union concerning terms and conditions of employment of unit employees, HRA derivatively interfered with their exercise of rights protected under NYCCBL § 12-306a(1).[24]

Finally, we turn to the claim that HRA impaired the ability of the Union to represent its members adequately in disciplinary matters. The Union asserts that employees must file grievances in order to challenge disciplinary action under the contractually provided procedure. Only employees who oppose disciplinary action by way of that contractual procedure face the penalty of fines equivalent to wages earned in a specific number of days, the Union asserts. When HRA issued the Zinzi memo, it continues, "it was well aware that only employees who filed disciplinary grievances were subject to the new policy. Moreover, only disciplinary grievants who received pay fines were in need of the Union's assistance in negotiating with HRA

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[24] *United Probation Officers Association*, Decision No. B-44-86 at 19.

the manner in which it would deduct payment of fines from wages." The unilateral change in the practice was intended, the Petitioner contends, to erode the unit members' right to have their Union representative advocate on their behalf. Not only did HRA wish to chill its employees' right to union representation, the Petitioner continues, but it also sought to limit the Petitioner's participation in this procedure. In so doing, the Union argues, HRA has dominated and interfered with Petitioner's ability to perform a vital service for its members.

In its own defense, the City argues, the Union has not established that HRA's exercise of its managerial authority was intended to or did dominate, interfere with or diminish Petitioner's collective bargaining rights. Nor is there any indication, the City continues, that HRA's decision was "inspired" by unlawful animus. The City argues that the Petitioner's "speculative" allegations, without more, fail to establish that HRA was motivated to interfere with or dominate the Union.

Here, we find no domination or interference with the administration of the Union in violation of NYCCBL § 12-306a(2). This section makes it unlawful for a public employer to "dominate or interfere with the formation or administration of any public employee organization." A labor organization may be considered "dominated" within the meaning of this section if the employer has interfered with its formation or has assisted and supported its operation and activities to such an extent that it must be looked at as the employer's creation instead of the true bargaining representative of the employees. The instant case clearly is not about the formation of a union.

Instead, the Union claims interference with the administration of the Union's handling of

disciplinary grievances. This Board has recognized that interference which is less than complete domination may be found where an employer favors a union with various kinds of conduct, such as giving it improper privileges.[25] But the Union in this case does not allege that HRA favored a rival union. It simply argues that, by declining to meet with a Union representative to discuss pay fine deductions, the City has interfered with the Union's representational rights. The Union further ascribes anti-union animus to HRA's conduct.

The citation by both the Union and the City of motive-related case law is misplaced here. Arguing motive blurs the distinction between a § 12-306a(3) violation and a § 12-306a(2) violation, because motive is not an element of a claim under NYCCBL § 12-306a(2). Following such an argument to its logical conclusion, in almost every case where the Board found conduct on the part of the employer in violation of § 12-306a(3), it would also have to find a violation of § 12-306a(2).[26] We do not accept this logic, nor do we accept the Union's reasoning that, simply by handling contractual grievances of unit members facing disciplinary action, HRA has interfered with the administration of Union affairs. In short, the Union has presented no evidence here of conduct on the part of the City which would rise to the level of domination or interference in the activities or operation of the Union.

For all the reasons stated above, we find that the City violated the NYCCBL § 12-306a(4)

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[25] *See, e.g., Norman Seabrook v. Anthony Schembri, Commissioner, New York City Department of Correction*, Decision No. B-7-95; *District Council 37 and its Affiliated Local 2021, Shiekie Snyder as President of Local 2021, D.C. 37, AFSCME, AFL-CIO v. New York City Off-Track Betting Corporation*, Decision No. B-36-93.

[26] *Local 1182, Communications Workers of America v. New York City Department of Transportation*, Decision No. B-26-96 at 24.

by refusing to bargain in good faith over its unilateral implementation of a specific procedure for a method of deducting pay fines from the wages of HRA employees pursuant to the memo of May 21, 1998. We further find that HRA derivatively violated § 12-306a(1) by interfering with the rights of those unit members under § 12-305. With respect to all other claims in the instant petition, however, those claims are denied with prejudice.

ORDER

Pursuant to the powers vested in the Board of Collective Bargaining by the New York City Collective Bargaining Law, it is hereby

ORDERED, that the Human Resources Administration violated NYCCBL § 12-306a(4) by refusing to bargain in good faith over its unilateral implementation of a specific procedure for a method of deducting pay fines from the wages of HRA employees pursuant to the memorandum of May 21, 1998, of the HRA Deputy Commissioner for Labor Relations; and it is further

ORDERED, that the Human Resources Administration derivatively violated NYCCBL § 12-306a(1) of those HRA employees affected by said memorandum by interfering with their rights under NYCCBL § 12-305, by restraining and coercing them with respect to the agency's failure to bargain in violation of NYCCBL § 12-306a(4) as stated above; and it is further

DIRECTED, that Human Resources Administration cease and desist from enforcing the terms of said memorandum until collective bargaining, and any impasse proceedings that may become necessary, have been completed; and it is further

DIRECTED, that the Human Resources Administration shall post the attached notice for no less than thirty days, at all locations used by the Union for written communication with unit employees; and it is further

ORDERED, that, in all other respects, the improper practice petition docketed as BCB-2013-98 be, and the same hereby is, dismissed.

Dated: New York, N.Y.
October 10, 2000

MARLENE A. GOLD
CHAIR

GEORGE NICOLAU
MEMBER

DANIEL G. COLLINS
MEMBER

RICHARD A. WILSKER
MEMBER

EUGENE MITTELMAN
MEMBER

BRUCE H. SIMON
MEMBER

CHARLES G. MOERDLER
MEMBER

NOTICE

TO ALL EMPLOYEES PURSUANT TO THE DECISION AND ORDER OF THE BOARD OF COLLECTIVE BARGAINING OF THE CITY OF NEW YORK and in order to effectuate the policies of the NEW YORK CITY COLLECTIVE BARGAINING LAW

We hereby notify:

All employees that HRA committed an improper practice by failing to bargain with D.C. 37, AFSCME, AFL-CIO over its unilateral implementation of a specific procedure for a method of deducting pay fines from the wages of HRA employees pursuant to the memorandum of May 21, 1998, of the HRA Deputy Commissioner for Labor Relations

It is hereby:

DIRECTED, that HRA shall negotiate with D.C. 37, AFSCME, AFL-CIO, with respect to the subject matter of said memorandum of May 21, 1998, either to conclusion and agreement or to impasse; and it is further

DIRECTED, that HRA shall post the attached notice for no less than thirty days, at all locations used by the union for written communication with unit employees.

Human Resources Administration

Dated: (Posted By) _____

_____ _____
(Title)

This Notice must remain conspicuously posted for 30 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.