NATIONAL LABOR RELATIONS BOARD REGION 13 CHICAGO NEWSLETTER

THE ChiRO UPDATE



SPRING 2011

REGIONAL DIRECTOR TO RETIRE

Joseph A. Barker announced recently that he will retire as the Regional Director of the NLRB's Chicago regional office September 30, 2011. Joe has worked for the NLRB for more than 30 years, including more than two decades in the Detroit regional office and the past five years as RD here in Chicago. that his Given retirement e-mail announcement entitled "Fishing Here I Come...," it is a safe bet that Joe intends devote even more of his free time in retirement on his already frequent fishing trips. The staff of Region 13 wish Joe well as he embarks on the next stage of his life.

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Region 13 Liberalizes Policy Regarding Foreign Language Ballots

By Gail R. Moran, Assistant to the Regional Director

For many years, Region 13 provided English-only ballots for representation elections, a policy which had been upheld by the Board when challenged. <u>Superior Truss & Panel</u>, <u>Inc.</u>, 334 NLRB 916, fn. 2 (2001) (no evidence of voter confusion from use of English-only ballot). The Region did translate the Notice of Election to any language requested, provided there was sufficient justification, and supplied bilingual translators to conduct or assist at an election. However, the Region did not provide multilingual ballots due to concern over potential voter confusion and elections being set aside as a result, as occurred in multiple Board cases including <u>Kraft Foods</u>, <u>Inc.</u>, <u>273 NLRB 1484 (1985)</u> (rerun election ordered where ballot contained erroneous translations and a layout so flawed it "makes for difficult reading even for the English-reading voters.") However, after many requests to reevaluate the policy, the Region was persuaded in late 2010 to revise its policy to better accommodate foreign language voters.

In reviewing its policy and fashioning a new one, the Region surveyed other Regions to seek out best practices. The most common approach that avoided the pitfall of confusing ballots was limiting the number of languages that would appear on a ballot. For example, many Regions permitted two to three languages on a single ballot

(See "Foreign Language Ballots," continued on page 2)

Region 13 Seeking and Obtaining Special Remedies In Targeted Cases

By Charles Muhl, Field Attorney

Since his appointment, Acting General Counsel Lafe Solomon has focused in part on enhancing remedies provided to parties subjected to unfair labor practices during organizing campaigns and during the bargaining of a first contract after employees select a union as their bargaining representative. For ULPs including unlawful discharges during organizing campaigns, the Acting GC has identified notice reading and union access as remedies Regions may seek in appropriate cases. Notice reading involves a high-level management official reading the Board's notice to assembled employees or, at the employer's option, having a Board agent read the notice in the presence of a high level management official. Union access remedies can take on a

(See "Special Remedies," continued on page 8)

FOREIGN LANGUAGE BALLOTS (CONT.)



A sample, multilingual ballot Can you identify the languages used?

if there was sufficient voter justification, but drew a line at any more than three. If the parties to a representation case presented justification for more than three foreign

languages, the Region would provide translated Notices, but the ballots would be in English only.

Region 13 found this to be a policy that accommodated voters' interests but avoided cluttering the ballot with so many languages that it became confusing. In late November 2010, the Region announced its modified foreign language ballots policy to the staff, which was implemented immediately. The new policy provides for up to three foreign languages on a ballot. The parties must first provide justification that at least 10 percent of the voting population requires a particular foreign language (it cannot be an Englishonly workplace). If a need is demonstrated for more than three foreign languages, the Notices of Election will be translated into those languages, but the ballot will remain English-only. If a request for two to three languages involves one language that reads from right to left, the Region will have to consider whether having a multi-lingual

ballot in that circumstance makes sense or is confusing, but the Region intends to construe requests liberally.

Consistent with its prior policy, the Region continues to provide translators when requested, if they are available. There have not been any hiccups in implementing the new the policy and thus far there have not been requests for more than three languages. While the most typical requests have been for variations of Spanish and Polish translations, the Region will provide a foreign language ballot in any language where a proper justification is demonstrated. The Region also has two Spanish translators on staff, and several bilingual Board agents who are fluent in Spanish or Polish. Recently, some parties have requested a translated ballot, foregoing a request for a translator.

If you have questions about the Region's policy, or believe you have a representation case that needs foreign language ballots, do not hesitate to raise them when discussing election details with the Board agent.

NLRB REGION 13 WEBPAGE DEBUTS

The Chicago Region now has its very own Internet site at: http://www.nlrb.gov/category/regions/region-13. Check it out and watch for frequent content updates coming soon.



Settlement Default Language Adopted Nationwide

By Arly Eggertsen, Regional Attorney

While Region 13 routinely has insisted that settlement agreements include default language permitting the General Counsel to seek enforcement of the settlement agreement provisions *ex parte*, the Acting General Counsel, pursuant to two General Counsel Memoranda, <u>GC 11–04</u> and <u>GC 11–10</u>, has made the use of default language in settlement agreements a standard requirement throughout the Agency. For

practitioners and parties to unfair labor practice charges that have been found meritorious, the most significant impact of the standardization of the default language in settlement agreements is that the discretion of Regional Directors to eliminate it from settlement agreements has been limited. The default language only will be

eliminated if there is a substantial basis to vary from the policy of inclusion and clearance is obtained from the Division of Operations Management of the General Counsel

The standardization of default language for settlement agreements has resulted in some minor changes in the default language that the Region used prior to the standardization. These changes have resulted in two forms of settlement agreements—one for pre-complaint settlements and one for post-complaint settlements. The only difference between the two forms of the settlement agreements is found at the end of the first sentence in the NONCOMPLIANCE WITH SETTLEMENT AGREEMENT section. The pre-complaint settlement

agreement states that "the Regional Director will issue a complaint that will include the allegations spelled out in the Notice to Employees" in the event of noncompliance with the agreement. The post-complaint settlement agreement states that "the Regional Director will reissue the complaint previously issued on [date] in the instant case(s)" in the event of noncompliance with the agreement. Both forms of the settlement agreements in the noncompliance section then specify that the General Counsel may file with

the Board a motion for default judgment, the allegations of the complaint are admitted, and any answer is withdrawn. The only issue that can be raised before the Board is whether the charged party defaulted on the terms of the settlement agreement.

AGC LAFE SOLOMON ALSO IMPLEMENTS CHANGES IN:

- The Agency's Approach to Spielberg/ Olin Deferral (GC 11-05)
- <u>Parties' Obligation to Provide</u>
 <u>Information Related to Assertions Made</u>
 <u>During Collective Bargaining (GC 11-13)</u>

The use of the default

language in settlement agreements merely requires a charged party to live up to the commitments undertaken in signing the settlement agreement, and it helps to ensure that a charged party will comply with the affirmative provisions of that agreement. The default language also saves the Agency money and resources by ensuring that the NLRB will not have to litigate a settled issue.

General Counsel Memorandums GC 11–04 and GC 11–10 are available to the public for any one that wants a more detailed explanation of the Acting General Counsel's decision to standardize the use of default language in settlement agreements nationwide.

Protected, Concerted Activity Cases on the Rise

Region 13 Issues First Complaint Involving Employee Facebook Comments

By Elizabeth Galliano, Field Examiner

The Chicago Regional Office has seen an increase recently in charges filed that involve protected, concerted activity. While we have often seen protected, concerted activity in a unionized setting or related to an organizing drive, we are seeing more of it in non-union settings. Some of these charges involve employee use of Facebook, Twitter, and/or email to communicate with coworkers or the public. These cases are causing us to look anew at what constitutes protected, concerted activity and where the legal boundaries of such conduct should be drawn.

Protected, concerted activity is the cornerstone of Section 7 of the National Labor Relations Act. So far this year, the Board has issued two decisions involving protected, concerted activity. In *Parexel* International, LLC, 356 NLRB No. 82 (2011), the Board found that an employer's discharge of an employee to prevent the employee from discussing wages with other employees was a violation of Section 8(a)(1). To quote the Board, "[i]f an employer acts to prevent concerted protected activity – to 'nip it in the bud' – that action interferes with and restrains the exercise of Section 7 rights and is unlawful without more." In Wyndham Resort Development Corp., 356 NLRB No. 104 (2011), an employee was disciplined for speaking out in a group setting, protesting a new rule that applied to all employees, and inciting others to join the protest. The Board reaffirmed that protected, concerted activity "encompasses those circumstances where individual employees seek to initiate or to induce or to prepare for group action, as well as individual employees bringing truly group complaints to the attention of management," citing Meyers Industries, 281 NLRB 882 (1986).

At the local level, the Region issued its first complaint on May 20, 2011, alleging an unlawful

discharge of an employee based upon Facebook comments that were critical of an employer. In Case 13-CA-46452, the complaint against *Knauz* BMW of the Knauz Automotive Group in Lake Bluff, IL, alleges that an employee posted comments and pictures to Facebook to express frustration at the dealership's handling of a sales event to launch the new BMW 5-series. The employee and coworkers were unhappy with the quality of the food and beverages served at the event, which in their view could negatively impact their sales commissions. The Region concluded that the employee's conduct was protected, concerted activity and was not so egregious as to have lost protection of the Act as highly offensive, threatening, or disparaging remarks. See Atlantic <u>Steel, 245 NLRB 814 (1979)</u> and *NLRB v. Electrical* Workers Local 1229 (Jefferson Standard), 346 U.S. 464 (1953). A hearing on this complaint before an Administrative Law Judge is scheduled for July 21.

Another recent protected, concerted activity case in Region 13 was Rubicon Technology, Inc., 13-CA-45595. In that case, employees wrote letters to the CEO and Board of Directors of the company, after their raising of health and safety concerns with local managers yielded no results. The letter to the Board of Directors also alleged that a supervisor and quality control inspector were manipulating engineer grades by stealing and exchanging the crystal cores. Employees writing letters to voice their concerns regarding safety issues in the workplace and lack of holiday pay was deemed protected, concerted activity, because the engineers' bonuses and future promotions were tied to the quality of the crystal cores they produced. However, the question arose in this case as to whether the employees lost the protection of the Act because of the allegation against their supervisor. The case ultimately was resolved with a bilateral, informal settlement.

What's Happening in Region 13

By Paul Prokop, Field Examiner

EMPLOYEE ARRIVALS

Ryan Fencik is the Region's newest Field Examiner. Ryan attended Robert Morris University, located in Moon Township, PA, where he received his undergraduate degree in Management and Marketing. During his study, Ryan became interested in the Board while taking a Managerial Skills course which introduced him to the NLRA. He later attended the Indiana University of Pennsylvania, located in Indiana, PA, where he received his graduate degree in Employment and Labor Relations. Prior to joining Region 13, Ryan completed a 6-month co-op position with Region 16 (Fort Worth).

Mariana Ryan joined Region 13 in May 2010 as a Language Clerk. She provides the Region with an invaluable resource given our almost daily need for Spanish language assistance. Mariana has a background in Spanish, French and Italian Language and Literature from the University of Dallas and is originally from Argentina. She has yet to adjust to the harsh winters of Chicago, and is looking forward to learning Polish after finding herself surrounded by it both in and outside of the office.

Timothy Bennett is the newest member of our Mail Room staff as an Office Automation Assistant. Tim began his professional career as a Closed Microphone Court Reporter in the United States Marine Corps. Upon leaving military service, he later became a Certified Shorthand Reporter (machine shorthand). After twenty years of hearing criminal cases in the Cook County Grand Jury, Tim decided that it was time to get involved in a different type of law, and he found his way to Region 13.

Nakisha Wright has joined the Region as an Office Automation Assistant after initially completing a co-op student assignment. Nakisha graduated from Triton College with an Associate's Degree in Human Resource Management and General Studies. In March, Nakisha married Thomas Skinner. Now that her life has become less hectic, Nakisha plans to continue her education and work toward a Bachelor's Degree in Management.

Three new full-time employees will be transferring into the Region 13 office within the next couple of months. Field Examiner **Jason Patterson** will be starting in July, having worked previously in Region 9 Cincinnati. Attorneys **Christina Hill** and **Renee McKinney** begin working here in August. Christina arrives from Region 30 Milwaukee and Renee from the NLRB Appellate Court branch at headquarters in Washington, DC.

Three students also began working for the Region at the start of the summer. **Natalie Rygiel** is a field examiner co-op whose 6-month term started in June. In May 2010, Natalie graduated from Oberlin College with bachelor's degrees in Neuroscience and Psychology. In August 2010, after developing an interest in dispute resolution and labor market policy, she began her pursuit of a master's degree in Industrial and Labor Relations at Cornell University. Natalie looks forward to working at the NLRB and hopes to develop a deeper understanding of the Agency while at Region 13.

Perla Gonzalez recently began a legal externship that runs through mid-August. Perla will be a third-year student at DePaul University College of Law in the fall. Her prior law experience focused on domestic relations. Seeking exposure to a different area of the law this summer, Perla came to the NLRB. Prior to law school, she graduated from Loyola University Chicago and then worked at a local television station devoted entirely to sports. She also is in her 11th season as a seat vendor at Wrigley Field and U.S. Cellular Field, and has visited 14 of 30 major league ballparks thus far. Perla has an 8-year-old yellow lab named Rocky and, in her non-work time, enjoys rollerblading and bike riding.

(See "What's Happening," continued on page 6)

What's Happening in Region 13 (cont.)

Lauren Emery will be working as an intern this summer at the Region. Lauren just finished her second year of law school at Chicago-Kent College of Law and is participating in the Labor and Employment Law Certificate Program there. She is originally from Vermont, went to college at Washington University in St. Louis, and has been living in Chicago for almost four years.

EMPLOYEE DEPARTURES

The Region experienced two recent departures of full-time employees. **Bill Belkov** retired at the end of 2010 after 35 years of dutiful service as a Field Examiner with Region 13. His kind demeanor and thorough investigative skills are sorely missed in the Region. Most in the Region recall that Bill was especially adept at handling complicated representation case matters and hearings. At his retirement party, Bill proudly received an award plaque that commemorated his technological and computer savvy. Unfortunately, the award, which was to be on permanent display outside of his office, mysteriously disappeared on Bill's last day in the Region.

Neelam Kundra departed in March 2011. Neelam started out as a Field Examiner in 2002, and she later converted to Field Attorney after earning her Law Degree at Chicago-Kent College of Law. Neelam now works as a Field Attorney in the Washington D.C. Resident Office. The staff of Region 13 will miss Neelam's legal acumen, office party planning skills, and sunny personality.

Three other employees who served as either co-ops or legal externs recently completed their assignments with Region 13. **Drew Hampton** worked as a co-op with the Region until May 2011. Drew is a graduate of Central Michigan University (History) and he is currently a graduate student at Michigan State University studying Human Resource and Labor Relations. Drew became interested in employee rights while working for Dr. Pepper/Snapple during college, and he became especially interested in the Board while studying History and Labor Relations. Drew has been married for two years to his wife Kaleena. Outside of work, Drew enjoys playing cards, motorcycle trips, and following baseball.

Emil Totonchi, the son of immigrant parents from Iraq and Ireland, completed a legal externship with NLRB Region 13 that he began in January 2011. Emil is a third-year law student in the Chicago-Kent College of Law Labor and Employment Law Certificate program and is a student editor of the Employee Rights and Employment Policy Journal. In addition to working at the Chicago Newspaper Guild as a Peggy Browning Fellow, Emil has worked at Asher, Gittler & D'Alba, Ltd., Burgess Law Offices, and the National Treasury Employees Union during his time as a law student. Before entering Chicago-Kent, Emil worked for the Service Employees International Union Local 1, the AFL-CIO's Solidarity Center in Jordan, and the Land Center for Human Rights in Egypt. As a Georgetown University undergraduate at Georgetown University, he was a member of the Worker Rights Consortium Governing Board and United Students Against Sweatshops leadership.

Nick Lawrie, a junior at the School of Industrial and Labor Relations at Cornell University, recently finished his internship with the Region. After hearing about the Act in a Labor Law class, Nick decided that the Board would be a great place to spend a semester, and he found his way to Region 13. Previously, Nick spent nearly a decade playing bass guitar and touring across the country dozens of times. He later became interested in politics and spent six years managing or doing field work for nearly eighty political campaigns before returning to school. Following his internship, Nick will head to Dublin to be a student at the Quinn School of Business at University College Dublin. He plans on applying to law school at the end of 2012.

LIVING THROUGH A POTENTIAL U.S. GOVERNMENT SHUTDOWN

The political battle over the federal budget for fiscal year (FY) 2011, including funding for the National Labor Relations Board, hit its crescendo on Friday, April 8, the date the latest of many "continuing resolutions" which temporarily fund the federal government, was set to expire. At the end of the workday that Friday, Region 13 employees left our office at The Rookery Building unsure of what our status would be come the following Monday. If no agreement was reached, we were to report to work on Monday morning for 4 hours to complete "shutdown" operations and then be furloughed. If an agreement was reached, it would be business as usual. A majority of our employees were deemed "non-essential" and thus would have been prohibited from reporting to work in the event of a shutdown. A small number of employees potentially would be designated as "excepted" from the shutdown, in order to continue work on pending litigation in federal District Court. In the Northern District of Illinois, the District Court had notified litigants that it intended to remain open for business for a minimum of two weeks in the event of a shutdown.

What would a shutdown have meant for Regional employees? By law, federal employees cannot be paid during a shutdown, even if they are excepted and working. Excepted employees are only paid for any time they work during a shutdown when a budget agreement is reached. Because of this, any paid leave previously scheduled by an employee also is cancelled. Federal employees' health benefits and life insurance continue unabated, as long as a shutdown, and the employees' non-pay status, does not last longer than 12 months.

However, agencies cannot make payroll deductions for benefits funded solely by employees, such as dental and vision insurance and long term care insurance.

In the end, the parties reached a budget deal in the wee hours of Saturday morning and Regional employees knew there would be no shutdown beginning Monday afternoon. No less than seven continuing resolutions had been passed prior to the federal government being funded for the full fiscal year. The initial continuing resolution was passed on September 29, 2010, and funded the government at fiscal year 2010 levels through December 3. Additional continuing resolutions were passed on December 2, 17, 21, 2010, and March 2 and 18, 2011. After the budget deal was reached, a seventh continuing resolution was passed to keep the government running for several days until the full Congress could vote and approve the deal, and the President could sign the bill into law. The budget approval occurred 6 1/2 months into the fiscal year, which ends Sept. 30, 2011.

This was not the end of the story for NLRB employees, however. Most agencies did not learn what their actual budget figure was for FY 2011 until several days after the budget deal was reached. Prior to the deal, the possibility of a substantial decrease to the NLRB's budget—\$50 million or nearly 20 percent of the Agency's annual appropriate—had been suggested. However, in the end, the Agency was funded at a level slightly below the figure from the prior fiscal year, with FY 2012 awaiting.

Special Remedies (cont.)

number of forms and are appropriate in cases where an employer has unlawfully interfered with communications between employees themselves or employees and a union. This includes union access to bulletin boards at the workplace, as well as the employer providing an updated list of the names and addresses of employees to the union for a longer and earlier time period than otherwise required pursuant to Excelsior Underwear. In cases involving particularly egregious violations during an organizing campaign which warrant additional relief, Regions may seek, with headquarters' approval, additional access remedies. Those remedies include granting a union access to nonwork areas during employees' nonwork time; giving a union notice of and equal time and facilities for the union to respond to any address made by the company regarding the issue of representation; and affording the union the right to deliver a speech to employees at an appropriate time prior to any Board election. For additional discussion, see GC 11-01, Effective Remedies in Organizing Campaigns.

In first contract bargaining cases, the Acting GC has authorized Regions to seek notice reading, a minimum six-month extension to a new union's certification year, and the requirement that the parties bargain on a specific schedule. Again, in particularly egregious cases involving multiple violations, Regions can seek further remedies, with headquarters' approval, including reimbursement of a party's bargaining or litigation expenses. For additional discussion, see GC 11-06, First Contract Bargaining Cases.

In recent cases involving discharges during an organizing campaign, Region 13 has sought and obtained a number of special remedies, both those described in the General Counsel's memoranda as well as creative remedies designed to address unusual circumstances. In Crowne Plaza-Northbrook, 13-CA-46516 and 13-CA-46536, the Region's complaint alleged that the employer committed numerous unfair labor practices shortly after UNITE HERE Local 450 filed a petition to represent its employees. These included the discipline and ultimate discharge of the chief employee organizer, reducing the work hours of employees, threatening employees with suspension and discharge for their union support, restricting the movement of employees, creating the impression of surveillance, promulgating unlawful no-solicitation and no-talking work rules, and promising employees benefits.

The parties negotiated an informal settlement in which the hotel agreed to permit the Union to have access to the employee lunchroom and have meetings with employees in the proposed bargaining unit for at least two hours per week prior to the election, or for the same amount of time of any employer-held meetings about the upcoming election if those meetings exceeded two hours per week. In addition, the company agreed to have a high-level management official read the notice to all employees in the proposed bargaining unit.

Although occurring prior to the issuance of GC 11-01 and 11-06, the Region's settlement in East-West University, Cases 13-CA-46114, 46323, and 46337, also resulted in special remedies to address the alleged egregious violations. The Region's complaint contended that the university, upon learning of an organizing campaign of its adjunct professors by the Illinois Educational Association, discharged or refused to renew the contracts of five of those professors who supported the union, including the lead organizer. The complaint also alleged that the university granted a wage increase and instituted a new interview requirement in order for adjuncts to be rehired in response to the campaign. On the third day of a hearing before an Administrative Law Judge, the parties entered into a settlement agreement in which the employer agreed to guarantee the employment of the five adjuncts for three academic calendars and provide the adjuncts with a minimum number of classes to teach, subject only to a just cause termination standard. In addition, the university agreed to provide letters of recommendation to any of the adjunct professors if they chose to apply for work at another employer, and to advise potential employers that the adjuncts were eligible for rehire, so long as the adjuncts had not been subsequently terminated for just cause.

It should be noted that in both of these Regional cases, the Region also was considering Section 10(j) injunctive relief. As a result, these cases operated on the accelerated timeframe outlined by the Acting GC in GC 10-07, Effective Section 10(j) Remedies for Unlawful Discharges in Organizing Campaigns, and proceeded to hearing 28 days from the issuance of the complaint. Thus, in addition to seeking special remedies, the Region also will attempt to obtain such remedies on an expedited basis.

Recent Region 13 Outreach Activities

By Dan Nelson, Supervisory Field Examiner

On October 21, 2010, Field Examiner Elizabeth Galliano and Attorney Cristina Ortega spoke to young men and women about the NLRB at a Career Fair at Warren Township High School.

On March 10, 2011, Ms. Ortega again represented the Agency at a Job and Resources Fair at the College of Lake County, where she spoke with a few hundred students about the function and mission of the NLRB.

On March 18, the NLRB co-sponsored the Chicago-Kent College of Law's Hot Topics in Contemporary Labor Relations conference at the law school, in which numerous Board agents and local labor practitioners participated in



in Chicago on May 10

panels on issues ranging from the evolving boundaries of protected, concerted activity in social media to the impact of the recent health care law overhaul on collective bargaining. Board Member Mark Pearce gave the keynote address at the conference.

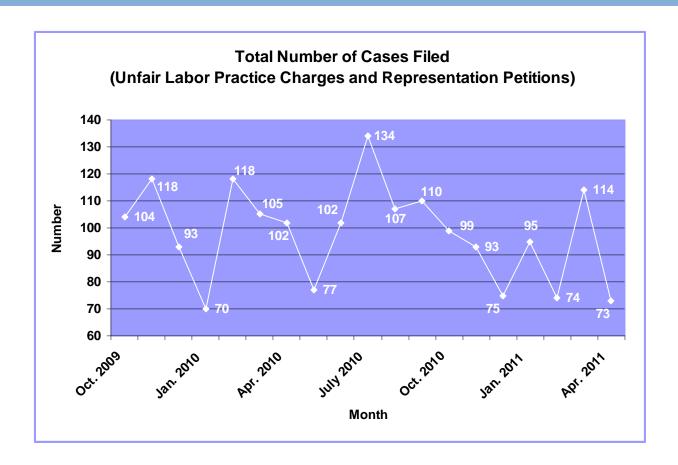
On March 23, Field Attorney Charles Muhl was a panelist for "Privacy Issues in the Modern Workplace" at the mid-winter meeting of the American Bar Association's Employee Rights and Responsibilities Committee, discussing how NLRB law might be applied to employee use of social media. The conference was attended by roughly 225 labor and employment attorneys.

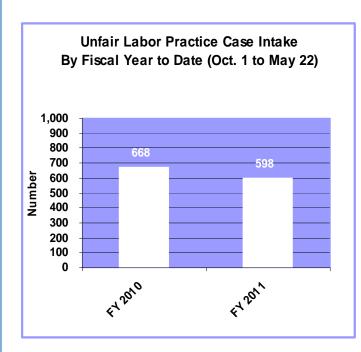
On April 7, Mr. Muhl participated on another panel, this one at the Illinois Institute of Continuing Legal Education's Annual Employment Law update entitled "Retaliation", and described the latest developments in NLRB case law.

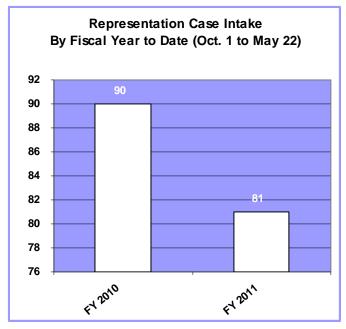
On April 14, Field Examiner Jay Greenhill presented the basics of the NLRB to a human resources class at the University of Phoenix in Schaumburg. The class reviewed and discussed fundamentals of labor law and recent developments.

On May 11, Field Examiner Adriana Kelly presented the basics of the NLRB to a graduate class at Webster University in Elgin. The class engaged in a discussion of the National Labor Relations Act, including an explanation of protected concerted activities, followed by a discussion of recent NLRB developments.

REGION 13 STATISTICS







Region 13 Employees Donate Generously to CFC

By Jay Greenhill, Field Examiner

Every year, in the fall, the Federal Government embarks on the world's largest and most successful annual workplace charity campaign, the Combined Federal Campaign (CFC). The CFC is an annual fundraising drive that provides an opportunity for federal civilian, postal, and military employees to donate to local, national, and international non-profit organizations. The mission of the CFC, which was established by President John F. Kennedy in 1961, is to promote and support philanthropy through a program that is employee focused, cost-efficient, and effective in providing all federal employees the opportunity to improve the quality of life for all. There are more than 230 campaigns located throughout the country and internationally. In 2010, federal employees contributed \$281.5 million to thousands of non-profit organizations through the CFC.

The Chicago Region of the NLRB had its best fundraising year ever in 2011, raising nearly \$4,000 for charitable organizations. This was quite an accomplishment considering that we are still in the midst of a down economy. The generous contributions of Regional staff members will no doubt improve local communities as well as help people in need at the national and international level.

NEED AN NLRB SPEAKER?

If you are a business, union, law firm, community group, university, high school, or any other organization and are interested in having a presentation regarding any NLRB-related topic, please call either of the Region's Outreach Coordinators, Charles Muhl or Paul Prokop, at 312-353-7570 and a presentation with Region 13 staff members will be arranged.

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