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December 6, 2010

*Via FedEx Overnight Delivery*

Lester A. Heltzer, Executive Secretary  
National Labor Relations Board  
1099 14<sup>th</sup> Street, NW, Room 11602  
Washington, DC 20570

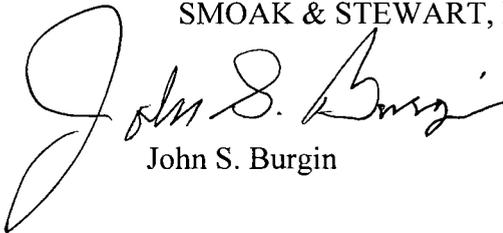
**Re: Case No.: 29-RC-11957**  
**Employer: Air Park LGA, Inc.**  
**Petitioner: Local 272, Garage Employees Union, International Brotherhood of Teamsters**

Dear Mr. Heltzer:

Pursuant to Section 102.67 of the Board's Rules and Regulations, enclosed for filing are the original and eight (8) copies of the Employer's Request for Review in the above-captioned matter. All parties have been served with a copy of this Request.

Sincerely,

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.



John S. Burgin

JSB/msm  
Enc

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ORDER SECTION

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

AIR PARK LGA, INC.,	)	
	)	
Employer,	)	
	)	
and	)	Case No. 29-RC-11957
	)	
LOCAL 272, GARAGE EMPLOYEES	)	
UNION, INTERNATIONAL	)	
BROTHERHOOD OF TEAMSTERS,	)	
	)	
Petitioner.	)	
_____	)	

**EMPLOYER’S REQUEST FOR REVIEW**

NOW COMES, the Employer, Air Park LGA, Inc., (hereinafter “Employer” or “Air Park”), and files this Request for Review of the Decision & Direction of Election of the Acting Regional Director, 29<sup>th</sup> Region, National Labor Relations Board (“NLRB” or “Board”) in the above captioned case. <sup>1</sup>

**I. Statement of the Case**

On October 1, 2010, the Garage Employees’ Union Local No. 272, International Brotherhood of Teamsters (hereinafter “Petitioner” or “Union”) filed a Representation Petition, seeking to represent the Employer’s workforce at its off-site LaGuardia Airport parking facility (hereinafter “LGA”). The petitioned for Unit was as follows:

“Included – all full time and regular part time working managers, working foremen, parking attendants, washers, cashiers, shuttlers and transporters. Excluded – all other employees including guards and supervisors as defined in the Act.”

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<sup>1</sup> References to the transcript of the Representation Hearing in this matter are designated by the appropriate page number(s) preceded by “Tr.” The Employer’s exhibits are designated by “E. Ex.” followed by the appropriate exhibit number(s). References to Regional Director’s Decision & Direction of Election are designated by “D&D” followed by the appropriate page number(s).

A Representation Hearing was held on October 19 and 20, 2010 in Brooklyn, New York before Hearing Officer Emily Cabrera. At this Hearing, the Union amended the Unit description in its Petition to read as follows:

“All full time and regular part time working managers, working foremen, parking attendants, cashiers, shuttlers and transporters employed by Air Park LGA Inc., the employer, at its facility located at 99-11 Ditmars Boulevard East, Amherst, NY excluding all other employees...including office clerical, guards and supervisors as defined in the Act (Tr. 252).

At the Representation Hearing, the Employer submitted that the appropriate Unit should also include the employees at the Employer’s off-site parking facility at the John F. Kennedy Airport, Air Park JFK, Inc. (hereinafter “JFK”), and proposed a Unit Description as follows:

“All full time and regular part time parking attendants, cashiers, counter employees, shuttlers, transporters and van drivers employed at the LaGuardia facility at the address stated by the Petitioner and also at the JFK facility located at 153-44 South Conduit Avenue, Jamaica, NY...excluding all office clerical, guards and supervisors as defined in the Act. (Tr. 253-254).

With respect to the hourly job titles in Petitioner’s proposed Unit and the Employer’s proposed Unit, there is no real difference except semantics.<sup>2</sup>

The first disputed issue for resolution by the Regional Director was whether the National Labor Relations Board had jurisdiction over the Employer to conduct the requested Representation election. The next issue for resolution if jurisdiction was found to exist was whether the two (2) members of management at LGA (manager Paul Klisures and assistant manager Mohammad Hafeez) and the three (3) members of management at JFK (manager

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<sup>2</sup> The evidence shows that the employees at both the Employer’s LGA facility and its JFK facility have no “formal job titles” and that all of these individuals regularly work as parking lot attendants (moving cars on the parking lots), as cashiers/counter persons (checking in customers, returning cars to customers and collecting the parking fees), as shuttlers/transporters (shuttling customers’ cars between the JFK and LGA facilities) and as van/bus drivers (driving shuttle vans/buses from the LGA facility to LaGuardia Airport or from the JFK facility to John F. Kennedy airport. (Tr. 22-28, 59, 116-123; D&D 4).

George Azize and supervisors Michael Baez and Juan Azize) are Section 2(11) supervisors who should be excluded from any Unit found appropriate. The final remaining issue in this case for resolution by the Regional Director was whether the proposed Unit should be limited to the petitioned for employees at the LGA facility or whether the hourly employees employed at the JFK facility, who are performing the exact same job functions at JFK as the LGA employees perform, should be included in one bargaining Unit.

At the conclusion of the record testimony at the Representation Hearing, the Petitioner stated its position that none of the members of management in question are supervisors under the Act, that only the LGA employees should be placed in the appropriate bargaining unit and that the Board has jurisdiction in this matter. (Tr. 251) It was the Employer's position that the NLRB does not have jurisdiction in this matter, but if jurisdiction exists the only appropriate unit should include both the JFK and LGA employees, and all five (5) of the management individuals in question are statutory supervisors under Section 2(11) of the Act and they should all be excluded from any Unit ultimately found appropriate. (Tr. 9-10).

On November 26, 2010, the Acting Regional Director issued a Decision & Direction of Election, attached in the appendix, finding that the Board had jurisdiction over the Employer to conduct a Representation Election at the LGA facility, that manager Klisures and assistant manager Hafeez were statutory supervisors and should be excluded from any bargaining unit in this case, that the LGA facility was appropriate for collective bargaining purposes, and that the JFK facility should not be included in the bargaining unit in this case. The Acting Regional Director's findings that the Board has jurisdiction over the Employer in this matter and that the JFK employees should not be included in the same bargaining unit as the LGA employees if jurisdiction exists represents a significant departure from officially reported Board precedent, is

clearly erroneous and contrary to the record evidence and there exist compelling reasons for reconsideration of important Board policy relied upon by the Acting Regional Director.<sup>3</sup>

## **II. Statement of the Issues**

(A) Did the Acting Regional Director err in finding that the Board has jurisdiction in this matter when the record evidence fails to show that the Employer meets the requisite jurisdictional standard?

(B) Did the Acting Regional Director err in finding that LGA standing alone constitutes an appropriate bargaining unit when the facts show that the appropriate bargaining Unit in this case include both the employees at LGA and JFK where the operations are commonly owned and there is interchange of employees/equipment, common policies and practices and common control over both facilities necessitating that the LGA and JFK employees be placed into the same collective bargaining Unit?

## **III. Background**

The LGA facility is an off-site parking lot adjacent to the LaGuardia airport. The JFK facility is an off-site parking lot adjacent to the John F. Kennedy airport. At both locations, customers arrive to the lots in their vehicles for parking and the Air Park employees park the cars on the lots, transport an unknown number of these customers to and from their respective airports and return a certain number of the customers to the off-site parking lots to retrieve their cars and collect the parking fees. (Tr. 22-28, 59). There are approximately twenty (20) non-management employees at the LGA facility and approximately twenty-three (23) non-management employees at the JFK facility. (D&D 4).

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<sup>3</sup> The Acting Regional Director's decision that Klisures and Hafeez were statutory supervisors who should be excluded from any voting unit was correct and the Employer does not request review on this issue.

#### IV. Arguments and Authorities

##### A. The National Labor Relations Board Lacks Jurisdiction to Process the Instant Representation Petition

The evidence received at the Representation Hearing in this matter and in the stipulated Commerce Statement, is insufficient for the Board to exercise jurisdiction over the Employer under the Act and the Acting Regional Director's finding to the contrary is unsupportable. While the Employer stipulated that its LGA facility has annual gross revenue in excess of \$500,000 and that during the course of any twelve (12) month period, the LGA facility purchases \$5,000 worth of gasoline for use in company owned vehicles and that this gasoline "originated" outside the state of New York, this did not provide the Board with jurisdiction in this matter. (D&D 17; Tr. 7-8, 15).

Because the record did not indicate whether the fuel suppliers received the gasoline in question from points "directly" from outside the State of New York, the Acting Regional Director correctly did not find that the Board's "indirect inflow" standard was demonstrated (D&D 17) *International Long Shoremen and Warehousemen Union*, 124 NLRB 813, 814-815 (1959), (the gross dollar volume test, standing alone, is insufficient to confer upon the Board the jurisdiction contemplated by the Act. Some proof must be made of legal jurisdiction" --i.e., some form of inflow or outflow of goods, services, supplies, sales, etc.); *Federal Electric Co., Inc. and Michael Gordon*, 129 NLRB 1012, 1014 (1960), (" If the local sellers had received such goods and services from outside New York then the employer's purchases would constitute indirect inflow under the Board's indirect inflow jurisdictional standard...on the other hand, if the local sellers had not directly received such goods and services from outside New York, the employer's purchases would not constitute indirect inflow).

Simply stated, there was absolutely no evidence that the gasoline in question was received by the local New York gas stations at issue from points “directly outside the state of New York” as this gasoline could clearly have been received in the state of New York by gasoline wholesalers, middlemen or other third party vendors who, in turn, after the receipt of the gasoline from points directly outside of the state of New York, then sold the gas in question to the local New York gas stations where the Employer purchased the fuel in an intra-state transaction.

Accordingly, the Acting Regional Director was not prepared to simply “assume” that the gasoline in question had been received “directly” from points outside the State of New York by the gas stations in question. However, the Acting Regional Director then bases his entire jurisdictional finding on an equally unsupportable assumption, based on a guess, on top of a hunch, mixed with a suspicion—all of which rests upon an unsustainable premise. Specifically, the Acting Regional Director found that the Employer’s operation at LGA was an “essential link” in interstate transportation of passengers, under *Airline Parking, Inc.*, 196 NLRB 1018 (1972) and *Murbro Parking, Inc.* 266 NLRB 1133 (1981), because the Employer’s “customers park their cars at the Employer’s lot to engage in air travel. The Employer’s vehicles shuttle passengers and their luggage to and from various airlines for that purpose [and] “it is reasonable to assume...that at least \$50,000 of the employer’s revenue was derived from passengers engaged in interstate travel. I find therefore that the employer operates as an essential link in interstate commerce.” (D&D 17).

First, there is absolutely no record evidence to support the Acting Regional Director’s “assumption” that any specific number of the Employer’s customers are being shuttled to an airport as opposed to parking their cars at the LGA facility and walking to work at adjacent businesses. Second, there is absolutely no record evidence to support the “guess” that all, or any

specific number, of the Employer's customers parking their cars at the LGA facility actually boarded planes as opposed to working at LaGuardia airport or meeting incoming passengers. Third, the Acting Regional Director's finding is based on the "hunch" that all, or any specific number, of the Employer's customers actually engaged in interstate transportation, as opposed to completely intrastate air travel between points solely within the State of New York. And fourth, there is absolutely no record evidence whatsoever to support the Acting Regional Director's pure "speculation" as to any specific amount of the Employer's revenue which was derived from purely "interstate air travel" of its customers.

Next, all four (4) of these assumptions, guesses, hunches and speculations, and the cases cited by the Acting Regional Director, are predicated upon the unsupportable principle that merely providing parking near an airport and the limited intrastate transportation of some number of customers to an airport constitutes an "essential link" in interstate transportation or commerce. Webster's New World Dictionary, Second College Edition, (1974) defines the word "essential" as "absolutely necessary; indispensable; requisite". Under no conceivable theory is the Employer's parking operation "indispensable" or "absolutely necessary" to any passengers boarding aircraft at LaGuardia airport. The customers in question have myriad methods of arriving at LaGuardia airport and countless options of where to park their vehicles. There is nothing "essential" in the Employer's LGA operation to the function of "interstate transportation or commerce". This finding of jurisdiction is tantamount to a determination that a roller skate manufacture or bicycle company, who do not otherwise meet any of the Board's jurisdictional standards, would be covered by the Act in the event their customers used their roller skates or bicycles to arrive at LaGuardia airport.

In order to make such a substantial jurisdictional finding, the NLRB must have "evidence" and that is completely lacking this case. In the absence of documented evidence that

the Employer's customers actually engaged in interstate air flights, as opposed to solely intrastate air transportation, or that the customers actually went to the airport to board a flight as opposed to conducting business at the airport, meeting arriving passengers or work in at area businesses not connected to the airport, or some actual evidence as to the actual dollar amount of revenue generated by customers who actually engaged in interstate air flights, the Board does not have the necessary facts for any finding that it has jurisdiction over the Employer. As a result, the Acting Regional Director's determination of jurisdiction in this matter must be reversed and the NLRB should find that it lacks jurisdiction over the Employer in this case and the Representation Election scheduled by the Acting Regional Director should be cancelled.

Finally, even assuming the Acting Regional Director was correct and the Employer's operation is an "essential link [i.e. indispensable] in the interstate transportation of passengers", then the Employer would fall under the jurisdiction of the Railway Labor Act as administered by the National Mediation Board – not the NLRB.

**B. The Only Appropriate Unit in This Matter Includes JFK and LGA**

Contrary to the record evidence in this case, the Acting Regional Director found that Air Park LGA maintains a separate and distinct identity for collective bargaining purposes and that the JFK facility should not be combined with LGA in the same bargaining unit. (D&D 21) The Acting Regional Director found, contrary to the evidence, that "each group of employees [at JFK and LGA] deal with the customers and their cars at their own physical location with no connection between the two". (D&D 21). As demonstrated in the record and explained below, the employees at JFK and LGA transfer customer cars between those locations and so this interchange does exist. Next, contrary to the Acting Regional Director's finding of separate supervision, the record shows that owner Jim Sparro exercises overall managerial authority over both JFK and LGA operations. (Tr. 149-159). Next, contrary to the Acting Regional Director's

finding that there is “very little evidence of regular interchange or contact between the two groups of employees” (D&D 22), the record as explained below shows significant interchange between the two facilities. Finally, the Acting Regional Director’s finding that there is no “centralized labor management” between the two facilities is incorrect. The record clearly shows that owner Jim Sparro is in charge of day to day operations at both facilities. (Tr.150-159).

Although the Board’s general rule is that a single facility unit is presumptively appropriate, multi-location units have often been found proper under facts similar to those in the instant case. *American Automobile Assn.*, 242 NLRB No. 78, 101 LRRM 1440 (1979); *Seligman & Associates, Inc.*, 240 NLRB 110 (1979); *Ohio State Legal Services Assn.*, 239 NLRB 594 (1978); *NCR Corporation*, 236 NLRB 215 (1978); *Big Y Foods, Inc.*, 238 NLRB No. 115, 99 LRRM 1366 (1978); *L’Eggs Products, Inc.*, 236 NLRB 354 (1978); *Burlington Food Store, Inc.*, 235 NLRB 205 (1978).

The foregoing cases reveal that the Board considers the following factors when analyzing multi-facility unit issues: 1) Operational Integration, 2) Centralized Management, 3) Employee Contact/Interchange, 4) Common Supervision, 5) Geographical Proximity and 6) Past Bargaining History. It is clear, however, that no single factor is dominant. Rather, a decision is made only after examining all the relevant circumstances. *Frisch’s Big Boy Ill-Mar, Inc.*, 147 NLRB 551, 553 (1964).

**Common Ownership and Management**: LGA is owned by Jim Sparro, John Curtin and Gregory Buttle. (Tr. 106-107). JFK is owned by Sparro and Curtin. (Tr. 107). Sparro and Curtin own a majority interest/controlling interest in both JFK and LGA. (Tr. 107). The JFK facility is approximately 9 miles away from the LGA facility. (Tr. 107; D&D 12).

The three members of management at JFK (manager Azize, supervisor Azize and supervisor Biaz) and the two members of management at LGA (manager Klisures and assistant

manager Hafeez) all report to Sparro. (Tr. 149). Sparro communicates with all these members of management on a daily basis regarding this business. (Tr. 150). Sparro works at the JFK facility (Tr. 152) but he also performs work at LGA (Tr. 153-154). Sparro is clearly in charge of day-to-day operations between the two facilities – he trained all the members of management at JFK and LGA, he provides advice to the managers at both locations, discusses damaged cars at both locations, etc. (Tr. 155-159). Hafeez meets with owner Sparro once or twice a week; sometimes Hafeez goes to JFK to meet with Sparro, other times Sparro comes to LGA. (Tr. 104).

Sparro performs duties at both locations as the general manager and vice president of both facilities. (Tr. 107). He is involved in the day-to-day operations and has overall authority over both facilities; he handles the insurance and payroll for both facilities. (Tr. 108). Sparro observes the work of the employees at both locations and can discipline employees at both locations. (Tr. 182-183). Sparro has given work assignments to employees at both JFK and LGA. (Tr. 186-187).

If he is at one of the facilities, either JFK or LGA, and if he sees something wrong and there is no one else around, he will handle disciplinary matters. (Tr. 108). He purchases vehicles and insurance for both facilities and handles the joint advertising and outside reservation vendors. (Tr. 108-109).

Manager Klisures is in regular contact with Jim Sparro at least several times a day; “sometimes I’m down there [JFK] and sometimes he’s up at LaGuardia.” (Tr. 66-67). Klisures has regular meetings with Sparro regarding the business, shuttles, shuttles needing work, tires and supplies. Klisures testified “I generally order supplies for both facilities, rolls for the paper, claims check rolls.” (Tr. 67).

**Operational Integration:** JFK and LGA have a common advertising website and a common reservation system. (Tr. 109; D&D 12). “You go to the website, you type in Air Park and it shows you the locations...you want to park at JFK or LaGuardia. When you click on LaGuardia, you can make a reservation at LaGuardia. When you click on JFK, you get JFK.” (Tr. 109). There’s common advertising for both LGA and JFK. (Tr. 110). Both JFK and LGA have an 800 number for customers to reserve parking spots; this number is on the JFK and LGA vehicles and business cards. (Tr. 58).

LGA and JFK share equipment with each other. (D&D 12) “We have the same computers, we have the same ticket printers, we have the same two-way radios, we have the same telephone system, we have the same vehicles that are marked the same, they have the same logo, the same website on them...so if one thing goes down in one place or LaGuardia is going to be crazy, crazy busy, and they want to put on an extra driver, we can give them a van so instead of having two vans and a backup at each location, we have 2 vans at each location and a backup that we can share.” (Tr. 116).

The LGA and JFK facilities have the same “point of sales system”, this is a cash register system that “does everything from inventory to accounting.” This system also produces customer tickets. If LGA has a “black out” or loses electricity or the telephone lines go down, the LGA personnel can simply call JFK personnel who can log onto the LGA site and process LGA customer tickets, close customer tickets or handle other customer issues at LGA. (Tr. 117). Sparro testified “that happens a lot when we transfer cars back and forth; if a customer leaves their vehicle at the LGA facility but is going to return to the JFK facility, the point of sales system at JFK can close out the ticket and collect the money from the “sale” made at LGA; both locations have access to this system. (Tr. 117-118). This point of sales system has the same access code for both JFK and LGA. (Tr. 119).

Customer cars are transferred from JFK to LGA by JFK employees and vice versa by LGA employees at least twelve times a month. (Tr. 121; D&D 4). The uniforms for employees at JFK are the same as the uniforms worn by employees at LGA; Air Park uses the same uniform company, same radio, same logos and all vans have the same logo and information. (Tr. 122). The LGA telephone bill goes to JFK, the LGA rent payment bills go to JFK, the port-a-potty bills at LGA go to JFK and all LGA advertising bills go to JFK. The vehicle maintenance vendors are the same for JFK and LaGuardia, the computer vendors are the same. (Tr. 125).

Sparro signs the payroll checks for employees at both JFK and LGA. (Tr. 125-126). There is one bookkeeper, she works at JFK and does the books for both JFK and LGA. (Tr. 126). JFK and LaGuardia use the same accounting firm. (Tr. 127). Manager Klisures at LGA is generally in charge of office supplies for both locations. (Tr. 128).

Both LGA and JFK use the same maintenance vendor. (Tr. 143). If an LGA vehicle needs to be serviced, it will be brought to the maintenance vendor near JFK, the LGA employee will then go to the JFK location and a JFK employee will either drive the LGA employee back to their facility or give them a van at JFK for them to drive the van back to LGA – this happens “all the time.” (Tr. 144-147).

LGA manager Klisures purchases office supplies and brings them to JFK for their use and also transports JFK employees back and forth between LGA and JFK. (Tr. 237).

**Employee and Equipment Interchange:** There has been a long history of interchange of employees and equipment between JFK and LGA. (Tr. 168-177). Sparro testified that transfers between JFK and LGA are historical fact, “it’s almost always been the case since we started.” (Tr. 181). The examples provided are only the recent transfers. (Tr. 181). JFK and LGA routinely exchange and transfer equipment between the facilities, such as shuttle vans (Tr. 116) George Azize, the current manager at JFK formerly was an hourly worker at LGA. (Tr. 110-

111). Hourly employee Juan Azize began working at LGA but then was transferred to the JFK facility where he is now a supervisor. (Tr. 229). Hourly employee Chris Vasquez was working at JFK but he lives near LGA. Vasquez's car was recently impounded and he asked if he could work at LGA and this request was granted and he now works at LGA. (Tr. 111). In addition, when Vasquez was employed at JFK, he assisted in the establishment of the current LGA facility, in setting up the trailer system, computers, the tickets and signature pads. (Tr. 111-112). At the time Vasquez was working as a counter agent at JFK and was constantly performing duties at LGA. (Tr. 112-113). Hourly employee Charles Coldstadt formerly worked at JFK; he is now employed at LGA. (Tr. 138; D&D 14).

Similarly, hourly employees Emanuel Jimenez and Veejay Ramnarain work at both LGA and JFK each week. (D&D 13). Ramnarain works one shift at JFK on Saturdays and he works four (4) shifts at LGA. (Tr.51-52 115). Jimenez is an LGA employee but he works two (2) shifts at JFK during the week. (Tr. 115-116).

Manager Klisures testified that he has the authority to ask JFK employees to come to LGA to work. (Tr. 65). Manager Azize has assigned JFK employees to work at LGA, such as Chris Vasquez. (Tr. 235). Before Hafeez became the LGA assistant manager, he would also work at the JFK facility when JFK needed additional employees. (Tr. 93). Similarly, current LGA employees have been sent to work at JFK on occasions when they were short-handed. (Tr. 94). Other full time employees at JFK left that facility and later became full time workers at LaGuardia. (Tr. 68, 141-143).

**Employee Community of Interest Between JFK and LGA:** The wages of the hourly employees at JFK and LGA are in the same range. (Tr. 128-129). The job functions of the hourly workers at JFK and LGA are the same – cashiers, drivers, and lot attendants. (Tr. 129-130). The check-in procedures for customers are exactly the same at JFK and LGA. (Tr. 130-

131). The inventory procedure is the same at JFK and LGA. (Tr. 131). The insurance policies for property insurance, workers' compensation and umbrella policies are the same at JFK and LGA. (Tr. 131-132). Assistant manager Hafeez at LGA brings the paychecks to JFK for distribution. (Tr. 132).

The Board has held that when multiple facilities are operationally integrated and functionally interdependent, such as in the instant case, the employees at the multiple locations should be included in a single Bargaining Unit where the facts above exist. *V.I.P. Radio*, 128 NLRB 113 (1960) (Common Ownership); *NCR Corporation*, 236 NLRB 215 (1978) (Central purchasing and transfers between facilities, similar wages); *Petrie Stores Corp.*, 212 NLRB 130 (1974); *Kendall Co.*, 184 NLRB 847 (1970) (Joint supervisory meetings, common transportation and common maintenance, central recordkeeping); *Kent Plastics*, 183 NLRB 612 (1970) (Common Equipment); *Melrose Hosiery Mills*, 114 NLRB 1166 (1955); *Universal Metal Products Corp.*, 128 NLRB 442 (1960) (single unit of two metal product plants is appropriate in view of administrative integration of employer's operations under unified control); *Hot Shoppes, Inc.*, 130 NLRB 144 (1961) (Common Job Classifications and Duties). Where several of the foregoing factors are present, only a multi-location unit is appropriate. See, e.g., *Caron International*, 222 NLRB 508 (1976).

## V. Conclusion

For the foregoing reasons and authorities, the overwhelming record evidence in the instant case demonstrates that:

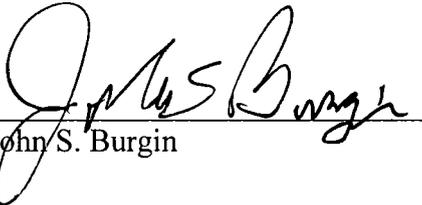
- (1) The Board lacks jurisdiction over the Employer and the instant Petition should be dismissed.
- (2) In the event that the Board does have jurisdiction over the Employer, the only appropriate Unit includes both the employees at JFK and LGA.

Accordingly, the Board should reverse the Acting Regional Director's findings and Decision and Direction of Election on these issues, find that the NLRB lacks jurisdiction in this matter and if jurisdiction is asserted, then employees at both JFK and LGA should be combined into the same bargaining unit.

Respectfully submitted this 6<sup>TH</sup> day of December, 2010.

Respectfully submitted,

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

By:   
John S. Burgin

Post Office Box 31608  
Raleigh, North Carolina 27622  
919.787.9700

**CERTIFICATE OF SERVICE**

I, John S. Burgin, do hereby certify that I have this day served the foregoing **Employer's Request for Review** upon the following persons via FedEx Overnight Delivery:

John J. Walsh  
Assistant Regional Director – Region 29  
National Labor Relations Board  
Two Metro-Tech Center, 5<sup>th</sup> Floor  
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*Attorneys for Petitioner*

Dated this the 6<sup>th</sup> day of December, 2010.

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