

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

ENCLOSURE SUPPLIERS, LLC ^{1/}

Employer

and

Case 9-RC-18327

IRON WORKERS SHOPMEN'S LOCAL UNION
NO. 468 OF THE INTERNATIONAL ASSOCIATION
OF BRIDGE, STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS

Petitioner

REGIONAL DIRECTOR'S DECISION
AND
DIRECTION OF ELECTION

I. INTRODUCTION

This matter is before me based upon a petition filed under Section 9(b) of the National Labor Relations Act, as amended. The Employer, a wholly owned subsidiary of Champion HoldCo, LLC ("HoldCo"), is engaged in the manufacture of patio rooms and enclosures. The Petitioner seeks to represent a unit comprised of all full-time and regular part-time production, maintenance, shipping and receiving employees, line leaders and plant clerical employees employed by the Employer at its 12111 Champion Way, Cincinnati, Ohio facility, but excluding logistic employees, administrative employees, office clerical employees, confidential employees, professional employees, guards and supervisors as defined by the Act. The Petitioner asserts that the unit is a plant wide production and maintenance unit and, thus, presumptively appropriate under current Board standards.

The Employer, contrary to the Petitioner, asserts that any appropriate unit must also include the same classifications of employees employed by its two sister corporations, Champion Door Manufacturing Co., LLC ("Champion Doors") and Champion Window Manufacturing and Supply Co., LLC ("Champion Windows"), with whom it constitutes a single employer. The Employer argues that the petitioned-for unit does not share a sufficiently distinct community of interest to warrant the exclusion of similar classifications employed respectively by Champion Doors and Champion Windows.

The matter at issue herein was previously raised in Case 9-RC-18299, where the Petitioner sought to represent certain Champion Windows employees in a unit comprised of the same classifications, i.e., all full-time and regular part-time production, maintenance, shipping and receiving employees, line leaders and plant clerical employees. Champion Windows countered, as the Employer does here, that the appropriate unit had to include similar

^{1/} Although the petition identifies the Employer as Enclosure Suppliers, Inc., the record reflects that the correct legal name of the Employer is Enclosure Suppliers, LLC.

classifications employed by all three sister corporations. After a hearing held on June 4 and 7, 2010, I issued a Decision and Direction of Election finding that the three sister corporations constituted a single employer, but the petitioned-for unit comprised of only Champion Windows employees constituted an appropriate unit.^{2/} The parties agree that the facts relevant to determining the appropriateness of the unit sought in this proceeding exist as they did at the time of the hearing held in Case 9-RC-18299.^{3/} The parties therefore waived their right to a hearing and stipulated that the transcripts, exhibits and Decision and Direction of Election in Case 9-RC-18299, together with the approved Stipulation and post hearing briefs submitted herein, constitute the entire record. Accordingly, I have given full consideration to such record in reaching my findings and conclusions.

I find the petitioned-for unit limited to employees of the Employer to be appropriate. Although the Employer, Champion Windows and Champion Doors constitute a single employer, such status does not mandate that similarly situated employees from all three corporations be included in any unit found appropriate. Rather, the employees must possess such a substantial community of interest with the employees of Champion Windows and Champion Doors as to compel their inclusion in the same unit, which is not established by the record.

In explaining how I came to my determination, I will first give an overview of the Employer's operations, including a summary of the factors and applicable legal precedent upon which I relied in 9-RC-18299 in finding the Employer, Champion Windows and Champion Doors to be a single employer. I will then set forth the relevant legal standards concerning unit appropriateness and analyze the issues presented in relation to those standards.

II. FACTUAL OVERVIEW OF EMPLOYER'S OPERATIONS

A. Corporate Structure

The Employer, Champion Windows ("Windows") and Champion Doors ("Doors") are subsidiaries of Champion HoldCo, LLC ("HoldCo"), which is the holding company for all of the various companies within the Champion enterprise, referred to herein as Champion. Champion manufactures, sells and installs custom built replacement windows, patio doors, entry doors and patio enclosures. The record reflects that it advertises all of these products under the Champion name. Champion also sells and installs vinyl siding, which it purchases from an outside manufacturer. The Employer, which employs approximately 26 production employees, makes patio enclosures.^{4/} Windows, with approximately 160 production employees, makes replacement windows and patio doors. Doors, with approximately 32 production employees, makes entry doors. Each entity independently manufactures its own products. Moreover, each entity is separately incorporated, has its own EIN number and pays its own state tax.

^{2/} On July 9, 2010, Champion Windows filed a Request for Review of my decision with the Board which was denied by Order dated July 21, 2010. An election was held in this unit on July 21, 2010 and a majority of the employees did not vote for the Union. On October 26, 2010, the Region certified the results of the election.

^{3/} On November 23, 2010, the parties entered into a Stipulation describing their respective positions concerning the composition and appropriateness of the unit as well as their agreement concerning certain other matters relevant to my determination. I approved the Stipulation on November 24, 2010.

^{4/} The parties stipulated that there are 26 production employees in the proposed unit, including plant clerical employees David R. Mahen, Emily Minnick and Capri Rogers. For ease of reference, "production employees" refers to the classifications in the units proposed by both the Petitioner and the Employer.

There are two intermediate subsidiaries between HoldCo and the three manufacturing entities at issue: Champion OpCo, LLC (“OpCo”), which finances the operations of all of the Champion companies, and Champion ManuCo, LLC (“ManuCo”), the manufacturing arm of Champion. HoldCo wholly owns OpCo, which in turn wholly owns ManuCo. ManuCo wholly owns Champion’s only manufacturing facilities: the Employer, Windows, Doors and a fourth manufacturing operation, Champion of Denver, which is located in Denver, Colorado and not at issue in this proceeding. Production at these facilities is driven by customer orders and the products are built according to customer specification. Champion sells and installs its products under the auspices of Champion RetailCo, LLC (“RetailCo”), which is comprised of approximately 68 retail affiliates around the United States in which RetailCo has majority ownership. Like ManuCo, RetailCo is wholly-owned by OpCo. Champion delivers most of its products in trucks owned by Champion Window and Door Trucking (“Champion Trucking”). Champion Trucking, also wholly-owned by OpCo, reports directly to Champion’s Chief Operating Officer (COO) Donald Jones. The employees of Champion Trucking are not at issue in this proceeding.

B. Single Employer Status

I have already found that the Employer, Windows and Doors are part of a single employer and there exists no basis for reexamining or disturbing such finding in this proceeding.^{5/} A single employer exists when two or more employing entities are, in reality, a single integrated enterprise. See, *Mercy Hospital of Buffalo*, 336 NLRB 1282, 1283 (2001). In examining the four factors typically considered by the Board in such an inquiry, i.e., common ownership, common management, centralized control of labor relations, and interrelation of operations, I observed that, while each of the entities possessed a certain degree of local autonomy, they operated within an organizational structure that was characteristic of a single integrated enterprise. *Radio Union v. Broadcast Service of Mobile, Inc.*, 380 U.S. 255, 256 (1965); *Emsing’s Supermarket*, 284 NLRB 302 (1987), enfd. 872 F.2d 1279 (7th Cir. 1989). In this regard, the record demonstrated that they are commonly owned by ManuCo, LLC, and commonly financed by ManuCo’s parent, OpCo LLC, which manages each entity’s financial accounts and sets its respective annual budget. They also share the same chief executive officer, chief operating officer, chief financial officer and board of directors. The record further demonstrated that there was centralized control, by Champion, over some areas of labor relations, such as the initial screening of job applicants, the employee safety orientation, and the administration of many employee fringe benefits, such as health and life insurance and 401(k) plans, which are the same for all of the subsidiaries within the Champion enterprise. Finally, the record established some interrelation in operations. For example Windows and Doors co-ship their products, and Champion jointly orders certain raw materials used in production by the Employer and Windows.

C. Physical Layout and Operations

The Employer occupies one of two 400,000 square foot buildings on a “campus” that houses Champion’s various operations. It has its own address, 12111 Champion Way, and shares its building with Champion Trucking. The other building, located across the street at 12121 Champion Way, contains Champion’s corporate offices, a retail showroom, Windows,

^{5/} The parties do not contest my prior finding of single employer status and have stipulated that the relevant facts remain the same as they existed when I made my initial determination.

Doors, Champion University, which is a testing and training facility, and an unrelated tenant that occupies 40,000 square feet of space in the rear of the building.^{6/} The Employer has its own separate employee entrance, time clock, employee break room and restrooms. The record does not reveal exactly where the Employer's employees park; however, it reflects that there is no designated parking in any lot on the Champion campus. Employees of Windows and Doors share a parking lot that flanks the building within which they are located.

The Employer has its own shipping and receiving docks through which it receives materials and ships its product. The record does not disclose the mode by which the Employer regularly ships its product. The Employer co-ships its product with that of Windows' and Doors' products on an infrequent basis, at most several times a week during its busy season. Windows and Doors regularly co-ship their products on trucks operated by Champion Trucks and each entity pays the respective cost for delivery based on the square footage used for its products. On the occasions when the Employer co-ships, its employees take its product to Windows' loading dock using a pick up truck and then load it onto a delivery truck. Windows' production employees "occasionally" assist, but the record does not disclose how frequently this occurs.

The Employer operates on one shift, 7 a.m. to 3:35 p.m., Monday through Friday. Similarly, Doors operates 7 a.m. to 4:45 p.m., Monday through Friday. In contrast, Windows has two shifts, with the first shift operating from 7 a.m. to 4:45 p.m., Monday through Thursday, and from 7 a.m. to 11 a.m. on Fridays; and the second shift operating from 5 p.m. to 1:30 a.m., Monday through Friday.

D. Supervision

The Employer has its own plant or general manager, as does Windows and Doors. All three plant managers report to COO Jones, who is responsible for determining the annual budget, setting the production goals and hiring the plant manager at each facility; however, each manager is responsible only for his respective plant. They hire, fire, supervise and discipline their respective employee complement. Champion's human resources department is solely responsible for accepting production job applications for all three entities and then screening them for minimum qualifications and background clearance. The plant managers are solely responsible for selecting and interviewing candidates from the pool of applicants and deciding who will be hired. The record reflects that the plant managers at Windows and Doors set the initial pay rate for new hires and determine wage increases. The record does not disclose whether the Employer's plant manager exercises similar authority. The record in Case 9-RC-18299 indicated that neither the Employer nor Doors has any intermediate supervision between its plant manager and production employees. However, the parties excluded two supervisors in addition to the plant manager in the Stipulation. Windows has two assistant plant managers on first shift, two supervisors on second shift, and a maintenance supervisor.

E. Integration of Operations and Employee Interchange

There is extensive record evidence establishing that the Employer and Windows utilize similar production processes and equipment, albeit independently of each other. However, there is no record evidence that any production employees have temporarily transferred between the three entities or aided in each other's production. Moreover, there is no record evidence that any

^{6/} There is a third building on the grounds that is occupied by an unrelated company whose employees are not involved in this proceeding.

of the Employer's employees have permanently transferred to or from either of the other two companies. One of the Employer's production employees works part time on Windows' second shift to earn extra money. There is no record evidence disclosing the capacity in which Windows utilizes the employee or whether he remains on the Employer's payroll when working for Windows. The record reflects only two instances of permanent transfers, which occurred between Doors and Windows in 2007. Both employees retained their same benefits and accrued paid time off. Finally, Doors hired two employees who had been discharged by Windows; however, the record does not indicate that these employees retained the rate of pay or benefits that they earned at Windows.

F. Compensation, Benefits and Other Personnel Matters

The Employer, Windows and Doors each maintain separate payrolls. COO Jones testified that the production employees at all three entities earn between \$9.50 to \$12 an hour, but there is also record evidence that Door's employees earn \$12.96 an hour on average. The record does not disclose whether the Employer has any employee incentive programs. Windows and Doors both administer a monetary incentive program for perfect attendance. They each also have plant-specific programs whereby employees earn monetary rewards for lowering the cost of producing their respective products. Additionally, Doors gives its employees cash rewards for coming up with ideas to improve efficiency.

All employees within Champion, including the Employer's employees, receive the same benefits, e.g., medical, dental, life insurance, 401(k) and flexible spending accounts, at the same cost. Champion's human resources department coordinates these benefits, but a third party, Universe, actually administers the employee benefit program and processes claims. Like Windows and Doors, the Employer maintains its own personnel files and conducts its own employee orientation and safety training. It also employs its own human resources person, as does Windows^{7/}, and has its own employee handbook unique to its operation.^{8/} The Employer's human resources person handles such matters as FMLA requests, workers compensation claims and unemployment benefits. In doing so, she deals directly with Champions human resources personnel.

III. LEGAL FRAMEWORK

A determination of single-employer status does not end the inquiry into whether a requested unit is appropriate. While the single employer analysis focuses on ownership, structure and integrated control of separate corporations, consideration of the scope and composition of the bargaining unit requires examination of traditional community of interest factors. *South Prairie Construction Co. v. Operating Engineers Local 627*, 425 U.S. 800, 805 (1976); *Peter Kiewit Sons' Co.*, 231 NLRB 76 (1977); *Lawson Mardon U.S.A.*, 332 NLRB 1282 (2000). Such factors include degree of functional integration, common supervision, the nature of employee skills and functions, interchange and contact among employees, work situs, and fringe benefits and pay. See, e.g., *Casino Aztar*, 349 NLRB 603 (2007); *United Operations, Inc.*, 338

^{7/} There is conflicting evidence in the record regarding whether Doors employs its own human resources person.

^{8/} On page 9 of the Decision and Direction of Election issued in Case 9-RC-18299, I inadvertently stated that the Employer's employee handbook was issued by Champion. In fact, the record indicates that the Employer's handbook was created or issued by Champion. Moreover, unlike the Doors' employee handbook, the Employer's handbook is not a supplement to the Champion employee handbook, but rather is the sole handbook used by the Employer.

NLRB 123 (2002); *United Rentals, Inc.*, 341 NLRB 540 (2004) and *Publix Super Markets, Inc.*, 343 NLRB 1023 (2004). Furthermore, the Act requires only that a unit for collective bargaining be *an* appropriate unit and not the ultimate or most appropriate unit. *Bartlett Collins Co.*, 334 NLRB 484 (2001). A union is not required to seek representation in the most comprehensive grouping of employees. *P. Ballantine & Sons*, 141 NLRB 1103 (1963) Thus, where a union seeks to represent the employees of only one entity within a single-integrated enterprise, i.e., single employer, and such unit is otherwise appropriate, the relevant inquiry is whether the excluded employees employed by the remaining entities possess such a substantial community of interest with the requested unit as to compel their inclusion in the same unit. *Lawson Mardon*, supra; *J&L Plate*, 310 NLRB 429 (1993); Also compare, *Bartlett Collins*, supra.

IV. ANALYSIS

Initially I note, and no party disputes, that the Employer's employees share a substantial community of interest. In this regard, they produce the same products under the primary authority of the same plant manager, with the same terms and conditions of employment, e.g., wages, bonuses, benefits, disciplinary policies and work hours. While the Employer operates within a single integrated enterprise, the high degree of autonomy that it and each of its sister companies possess in producing their respective products, determining the working conditions of their employees and managing their day-to-day operations, coupled with the low level of employee interchange and interaction between the three entities, clearly establishes that the Petitioner's proposed unit limited to the Employer's employees is appropriate. *Lawson Mardon*, 322 NLRB at 1283, fn. 1; compare, *Jerry's Chevrolet, Cadillac, Inc.*, 344 NLRB 689 (2005). The lack of functional integration between the operations of the three entities along with the dearth of employee interaction and interchange between the respective employee complements underscore the separate nature of each facility. *Cargill, Inc.*, 336 NLRB 1114 (2001) Indeed, I have already found in Case 9-RC-18299, that Windows' production employees constitute a separate appropriate unit.

The distinct interests possessed by the Employer's employees are even more compelling when compared to those possessed by Windows and Doors. In contrast to the employees of Windows and Doors, the Employer's employees work in a separate building and are governed by their own unique handbook. The record demonstrates that they have little to no interaction with Windows' and Doors' employees save for the relatively infrequent times that certain of the employees, the record does not disclose how many, may have to go to the Windows' shipping dock to load the Employer's product onto delivery trucks that are typically used by Windows and Doors. Furthermore, with the exception of the co-shipping arrangement, there is no integration between the operations of each of the sister companies.^{9/} Finally, the purported incidents of transfers between the three facilities, upon which the Employer relies, do not establish that there is regular and substantial employee interchange indicating a shared community of interest. In this regard, the record reflects that there are no temporary transfers between the entities and only two employees have permanently transferred between the entities, from Doors to Windows. The entities do not post notice of job openings at each other's facilities, but rather fill vacancies by hiring new applicants. The example of the Employer's one employee who works part-time on Windows' second shift does not constitute interchange, particularly since the record discloses that the employee sought the job to earn extra money. Finally, the example of the two

^{9/} I have already found in Case 9-RC-18299 that the co-shipping arrangement between the entities was insufficient to compel that they be included in a single unit.

employees who were fired by Windows and later hired by Doors does not constitute a transfer but rather demonstrates the independent hiring decisions exercised by each company.

Although the production employees at all three entities possess similar skills and share certain terms and conditions that are centrally controlled by Champion, such as the same fringe benefits, a similar wage scale and the same initial screening process, their working conditions are affected primarily by their plant managers who are solely responsible for hiring, firing and disciplining them, setting their initial wages and raises, and administering incentive programs that are specific to each entity. When considering the appropriateness of a unit limited to one entity within a single integrated enterprise, the Board accords little weight to examples of centralized administration and control over personnel matters where other evidence establishes that the entity employing the petitioned-for unit possesses local autonomy which militates toward a separate unit. *Cargill, Inc.*, supra; *New Britain Transportation Co.*, 330 NLRB 397 (1999). For this reason, the Employer's reliance on *Jerry's Chevrolet*, 344 NLRB 689 (2005), is misplaced. There the Board found the petitioned-for unit limited to one of four auto dealerships located within 1000 feet of each other inappropriately excluded employees from the employer's neighboring dealerships because it lacked the overall indicia showing that it was separate from such dealerships. In reaching its conclusion, the Board noted that the local autonomy of each dealership was "minimal," with their respective service managers having no authority over labor relations or personnel matters such as hiring, firing or disciplining. *Id.* at 691. Control over such matters was completely centralized and handled by upper management, which also set all personnel policies and wages. *Ibid.* In contrast, the plant managers here possess the very kind of authority and autonomy over personnel matters that was absent in *Jerry's Chevrolet*, supra. Moreover, the dealerships in *Jerry's Chevrolet* were marked by "high functional integration" whereas such integration is practically non-existent here.

I have previously addressed, in extensive detail, the remaining case authorities upon which the Employer relies, namely *Boeing Company*, 337 NLRB 152 (2001), *Publix Super Markets, Inc.*, 343 NLRB 1023, 1029 (2004); *Acme Markets, Inc.*, 328 NLRB 1208 (1999), and *Bartlett Collins Company*, 334 NLRB 484 (2001).^{10/} I found such cases to be distinguishable from the facts of this case and I need not reexamine them here. The Employer has failed to advance any new arguments or case law that would compel the inclusion of the Windows and Doors employees into the proposed unit, which is sufficiently distinct to constitute an appropriate unit.

V. EXCLUSIONS

The parties stipulated and the record shows that the following employees are supervisors with the authority defined by Section 2(11) of the Act and, accordingly, I will exclude them from the unit found appropriate: General Manager Wayne Morrison; Production Supervisors Brad Williams and Ted Mattson. The parties also stipulated that employee Chanda McIntosh is an office clerical employee and should be excluded from the unit; accordingly, I will exclude her from the unit found appropriate.

^{10/} See the Decision and Direction of Election in Case 9-RC-18299, which is part of the record.

VI. CONCLUSIONS AND FINDINGS

Based upon the foregoing and the entire record in this matter, I conclude and find as follows:

1. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.^{11/}
2. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act.
3. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
4. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time hourly production, maintenance, shipping and receiving employees, line leaders, and plant clerical employees employed at the Employer's patio enclosure operations facility located at 12111 Champion Way, Cincinnati, Ohio, but excluding all logistics employees, administrative employees, office clerical employees, confidential employees, professional employees, and all guards and supervisors as defined by the Act.

VII. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate. The employees will vote on whether they wish to be represented for purposes of collective bargaining by Iron Workers Shopmen's Local Union No. 468 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. The date, time, and place of the election will be specified in the notice of election that the Board's Regional Office will issue subsequent to this Decision.

VIII. VOTING ELIGIBILITY

Eligible to vote in the election are those in the unit who were employed during the payroll period ending immediately before the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

^{11/} At the hearing held in 9-RC-18299, the parties stipulated that during the past 12 months, a representative period, the Employer sold and shipped goods and materials valued in excess of \$50,000 from its Cincinnati, Ohio facilities directly to points outside the State of Ohio. During the same representative period, the Employer purchased and received goods valued in excess of \$50,000 at its Cincinnati, Ohio facilities directly from points outside the State of Ohio.

Ineligible to vote are: (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

IX. EMPLOYER TO SUBMIT LIST OF ELIGIBLE VOTERS

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969).

Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list, containing the full names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). This list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). This list may initially be used by me to assist in determining an adequate showing of interest. I shall, in turn, make the list available to all parties to the election, only after I shall have determined that an adequate showing of interest among employees in the unit found appropriate has been established.

To be timely filed, the list must be received in the Regional Office, Region 9, National Labor Relations Board, John Weld Peck Federal Building, 550 Main Street, Room 3003, Cincinnati, Ohio on or before **December 23, 2010**. No extension of time to file this list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission at (513) 684-3946. Because the list will be made available to all parties if it is determined to proceed to an election, please furnish **two** copies, unless the list is submitted by facsimile, in which case no copies need be submitted. If you have any questions, please contact the Regional Office.

X. NOTICE OF POSTING OBLIGATIONS

According to Section 103.20 of the Board's Rules and Regulations, the Employer, if an election is subsequently ordered, must post the Notices to Election provided by the Board in areas conspicuous to potential voters for a minimum of 3 working days prior to the date of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

XI. RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by 5 p.m., EST on **December 30, 2010, unless filed electronically**. Consistent with the Agency's E-Government initiative, parties are **encouraged to file a request for review electronically**. If the request for review is filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time** on the due date. Please be advised that Section 102.114 of the Board's Rules and Regulations precludes acceptance of a request for review by facsimile transmission. Upon good cause shown, the Board may grant special permission for a longer period within which to file.^{12/} A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, select the E-Gov tab and then click on E-filing link on the pull down menu. Click on the "File Documents" button under Board/Office of the Executive Secretary and then follow the directions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Dated at Cincinnati, Ohio this 16th day of December 2010.

/s/ Gary W. Muffley

Gary W. Muffley, Regional Director
Region 9, National Labor Relations Board
Room 3003, John Weld Peck Federal Building
550 Main Street, Room 3003
Cincinnati, Ohio 45202

Classification Index

420-2900
420-4000
420-4600
420-5000
440-1700
440-1760-0500
440-3375

^{12/} A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.