UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

MV PUBLIC TRANSPORTATION, INC., Employer,	:	
and	:	Case No. 29-RC-12055
LOCAL 707, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Petitioner,	:	
and	:	
LOCAL 1181-1061, AMALGAMATED TRANSIT UNION, AFL-CIO, Intervenor.	:	

LOCAL 1181-1061, AMALGAMATED TRANSIT UNION, AFL-CIO'S
OPPOSITION TO EMPLOYER'S REQUEST FOR REVIEW

PRELIMINARY STATEMENT

Intervenor Local 1181-1061, Amalgamated Transit Union, AFL-CIO ("Local 1181") respectfully submits this brief in opposition to the Request for Review of the July 18, 2011 Decision and Direction of Election ("DDE") submitted by MV Public Transportation ("MVPT" or "Employer").

The Regional Director correctly concluded that the petitioned-for single facility unit of drivers, mechanics, and utility workers employed at the Employer's Harlem location is an appropriate unit. The Employer contends that the Regional Director erred in concluding that the petitioned-for unit is appropriate and posits that the Harlem employees must be included in the existing unit of employees at MVPT's Staten Island location. The Regional Director correctly found that the Employer did not meet its heavy burden to rebut the single facility presumption.

The Employer seeks review on the grounds that 1) the Regional Director's decision on substantial factual issues is clearly erroneous based on the record and such error prejudicially affects the Employer's rights; and 2) a substantial question of law is raised because of a departure from officially reported Board precedent. Employer's Request for Review ("RR") at 2-3.

Because the Regional Director correctly found that the petitioned-for unit is an appropriate unit for collective bargaining, and because the Employer failed to demonstrate that the Regional Director erred as to any substantial factual issues or departed form Board precedent, the Board should deny the Employer's Request for Review.

ARGUMENT

I. The Regional Director Correctly Concluded that the Petitioned-For Single Facility Unit is Appropriate.

A. Standard of Review

Section 102.67(c) of the National Labor Relations Board Rules and Regulations permits the Board to grant a request for review "only where compelling reasons exist" and provides that "a request for review may be granted only upon one or more of the following grounds":

> (1) That a substantial question of law or policy is raised because of (i) the absence of, or (ii) a departure from, officially reported Board precedent.
> (2) That the Regional Director's decision on a substantial factual issue is clearly erroneous on the record and such error prejudicially affects the rights of a party.
> (3) That the conduct of the hearing or any ruling made in connection with the proceeding has resulted in prejudicial error.
> (4) That there are compelling reasons for reconsideration of an important Board rule or policy.

NLRB Rules and Regulations §102.67(c), 29 C.F.R. §102.67(c).

In this case, the Employer failed to establish any of the compelling grounds set forth in Section 102.67(c) and, thus, the Board should deny the Request for Review.

B. A Certifiable Bargaining Unit Need Only Be an Appropriate Unit and the Board applies a Single Facility Presumption

The Regional Director correctly held that "the employees employed at the Harlem, New York facility, constitute an appropriate unit for collective bargaining purposes." DDE at 34.

The Board need not determine "the only appropriate unit, or the ultimate unit, or the most appropriate unit; the Act requires only that the unit be 'appropriate.'" Morand Bros. Beverage Co., 91 NLRB 409, 418 (1950) (emphasis in original), enf'd, 190 F.2d 576 (7th Cir. 1951); Overnite Transp. Co., 322 NLRB 723, 723-24 (1996); Dezcon, Inc., 295 NLRB 109, 111 (1989). Thus, in making unit determinations, the Board looks "first to the unit sought by the petitioner. If it is appropriate, [the] inquiry ends. If, however, it is inappropriate, the Board will scrutinize

the employer's proposals." Dezcon, Inc., 295 NLRB at 111. The Board's task here, therefore, is to determine whether the petitioned-for unit is an appropriate unit, even though it may not be the only appropriate unit or the "ultimate" unit.

Where (as here) an employer contends that the only appropriate unit must include employees in an existing unit at another location, the employer's burden of showing that the petitioned-for unit is not an appropriate unit is more onerous because the employer must overcome the Board's single facility presumption and because the Board does not favor accretions.

A single facility unit is presumptively appropriate. See New Britain Transp. Co., 330 NLRB 397 (1999) (citing J&L Plate, Inc., 310 NLRB 429 (1993)). The party opposing the single facility presumption has the burden of presenting sufficient evidence to rebut the presumption by showing that the single facility unit has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity. See New Britain Transp., 330 NLRB at 398; J&L Plate, 310 NLRB at 429. Moreover, the community of interests between the groups of workers a party proposes to include in a single unit must be separate and distinct from the interests shared with other employees at other facilities of the same employer. See Laboratory Corp. of America Holdings, 341 NLRB 1079 (2004).

C. The Regional Director correctly concluded that the Employer did not establish that the petitioned-for single facility unit was inappropriate for collective bargaining.

Applying the principles stated above to the facts in this case, the Regional Director found that the Employer had not overcome the single facility presumption because "the record clearly demonstrates that the Harlem employees maintain a separate and distinct identity for collective bargaining purposes." DDE at 30. In reaching this conclusion, the Regional Director relied on the fact that the record demonstrates that the vast majority of employees on a regular basis

operate out of their respective reporting sites, i.e., either the Harlem or the Staten Island location. DDE at 30. He correctly found that the only regular interaction between employees of the two facilities was between drivers and non-unit dispatchers. DDE at 30. The Regional Director correctly found that "the record contains very little evidence of regular and meaningful interchange or contact" between the Harlem and Staten Island employees. DDE at 30. The Regional Director correctly applied the law to these factors. He distinguished the cases the Employer cited in support of its position on the basis that the facts here show that there was little actual employee interchange or transfer of employees between locations. DDE at 32-33.

1. The Harlem Employees Maintain a Separate Group Identity from that of the Staten Island Employees.

The proposed unit of Harlem employees is well more than large enough to bargain effectively as a separate unit. There are approximately 95 Harlem drivers alone. See Tr. 62; Intervenor Ex. 5.[1]

The Regional Director correctly found that the Employer had not met its burden to rebut the single facility presumption because the record established that the Harlem employees and Staten Island employees maintain separate group identities and perform separate work, as demonstrated by the following:

- MVPT can, and does, separately identify the Harlem and Staten Island employees and their work. On February 11, 2010, in a separate case, MVPT stipulated to the appropriateness of the unit of employees "located and employed out of [MVPT's] 1957 Richmond Terrace, Staten Island, New York facility, and in connection with [MVPT's] Staten Island based operations." DDE at 2; MV Public Transp. Inc., 29-RC-11781 and 29-RD-1137, slip op. at 45 (Decision and

[1]We cite to the transcript of this case as "Tr. __" and to exhibits in this case by party designation ("Intervenor" or "MVPT") followed by "Ex. __".

Direction of Election May 20, 2010), request for review denied (June 3, 2011). The Regional Director found the stipulated unit to be appropriate. See MV Public Transp., slip op. at 45. At the time of the Employer's stipulation to the appropriateness of the Staten Island unit, the Employer's Harlem operations had already commenced.[2] Tr. at 63.

- The Harlem and Staten Island locations are separated by about 25 miles and the travel time between the two locations can vary from 45 minutes to 1.5 hours. DDE at 9-10. The distance between locations is one of the factors the Board considers in determining whether a single location is inappropriate. J&L Plate, Inc., 310 NLRB at 429. This factor in conjunction with the lack of actual interchange and meaningful contacts between employees is particularly significant. See id. The Employer ignores this factor in its Request for Review, but does not dispute the finding.

- The Harlem employees work at or from MVPT's Harlem location and Staten Island employees work at or from MVPT's Staten Island location. MVPT did not identify any driver, mechanic, or utility worker whose regular job is to work from both locations.

- When route picks are conducted, Harlem drivers may pick only routes that depart from and return to the Harlem location and Staten Island drivers may pick only routes that depart from and return to the Staten Island location. Local 707 business agent Pacheco testified that MVPT General Manager Rapacioli agreed to this practice after Local 707 objected to a combined pick. See Tr. at 207-11. The Employer argues that the Regional Director erred in

[2]The Employer maintains that circumstances have changed since it stipulated in February 2010 to an election that included employees operating out of the Staten Island facility only. However, the only change developed in the record and cited by the Employer is in the size of the operations at both locations. RR at 9-10; DDE at 10-11. But the growth of the Harlem workforce and operations only strengthens the Harlem employees' ability to act as a separate unit and their separate group identity, and thereby renders a separate unit of the Harlem employees even more appropriate now than it was at the time of the stipulation.

failing to find that the first pick in 2010 combined drivers from both locations. RR at 18. However, this finding would be of no significance. There is no dispute that the most recent picks have been conducted separately. Even in the earlier picks, there is no evidence that a Harlem employee picked Staten Island work or that a Staten Island employee picked Harlem work. See Intervenor Ex. 4 (documents relating to March 2011 Staten Island drivers' pick); Intervenor Ex. 5 (documents relating to May 2011 Harlem drivers' pick); Tr. at 199-200, 204, 207-11, 215, 271-76, 283-84, 292.

- The New York City Transit Authority ("NYCTA") identifies for MVPT what is Harlem work and what is Staten Island work. NYCTA does not simply assign trips (transporting of passengers) to MVPT and allow MVPT to decide from which location to perform the work. NYCTA identifies the routes (including trips) MVPT is to perform each day and dictates whether the routes are to be performed from Harlem or Staten Island. The Harlem routes are designated on NYCTA-generated lists as the routes beginning with the last three digits in the 400s until the 800s (which are training routes). See Tr. at 64-71; MVPT Ex. 4; see also MVPT Ex. 3.

- NYCTA tells MVPT the number of vehicles NYCTA is assigning MVPT for each location. See MVPT Exs. 2, 3; Tr. 64-68. MVPT then maintains the vehicles as separate fleets for each location's operation. See MVPT Ex. 3; Intervenor Ex. 2 (pages 1 and 2 are lists of vehicles, identified by vehicle number, in Staten Island and Harlem, respectively).

- The driver Manifest Cover Sheets, which serve as timecards, have in their titles the location from which the drivers work - "Harlem Location Manifest Cover Sheet" or "Staten Island Division Manifest Cover Sheet", as appropriate - thereby again expressly recognizing the separate group identities of the workers at the two locations. See MVPT Exs. 6-7.

- Harlem and Staten Island are, like MV Transportation's separate Brooklyn unit (discussed infra pp. 10-11), identified by MV Transportation as separate divisions among the many divisions of MV Transportation. Harlem is Division 157, Staten Island is Division 156, and Brooklyn is Division 41. See MVPT Ex. 16.

2. MVPT's Harlem and Staten Island employees have infrequent interchange and few or no meaningful contacts.

The Employer argues that the Regional Director erred in concluding that there was insufficient interchange of employees to rebut the single facility presumption. RR at 4. Yet the Employer did not identify a single erroneous finding of fact upon which the Regional Director relied in reaching his conclusion. See DDE at 19-24, 30-32. The Regional Director in analyzing the Employer's records and evidence concluded that "during the course of an eight month period, drivers were assigned to work on Staten Island on approximately 20 occasions." DDE at 31.

Contrary to the Employer's claim, the record clearly supports the Regional Director's finding in this regard. Thus, the record evidence pertaining to actual permanent transfers from one facility to another consists of Rapacioli's testimony, unsupported by any documentation, that three or four employees permanently transferred from one location to the other. See Tr. at 55, 195, 284. These are insignificant numbers, especially given that there are approximately 335 Harlem and Staten Island drivers alone. See Tr. 62; J&L Plate, 310 NLRB at 430 (21 permanent transfers between two facilities with combined workforce of 172 to 182 employees in three to four years is "an insubstantial number"). Moreover, as the Regional Director found, and the Employer does not dispute, there is no record evidence that any Staten Island employee permanently transferred to the Harlem location. DDE at 19.

With respect to daily transfers, no document in the record reflects a Staten Island driver performing a Harlem route or working "stand-by" in Harlem. Some Harlem drivers occasionally

perform Staten Island work, but only "as needed" by MVPT. See Tr. at 49, 55, 87-88; MVPT Ex. 8. The need for drivers from one location to work at the other is limited because MVPT schedules drivers (in addition to those who are assigned routes) to work as stand-by or spare drivers to cover anticipated needs for extra drivers at their respective locations. See Tr. at 82.

MVPT Exhibit 15 reflects that, on 26 days over a two-and-a-half month period, generally one or two Harlem drivers signed a list indicating their availability to work overtime in Staten Island. On one day, four drivers signed the list. With the exception of April 3, 2011, the record does not reflect whether the employees who signed MVPT Exhibit 15 actually worked in Staten Island on the dates they indicated their availability.[3]

Closer analysis reveals that the potential interchange reflected on MVPT Exhibit 15 is even more circumscribed. Two employees volunteered on 15 and 10 days, respectively, accounting for 25 of the 44 total incidences of Harlem drivers signing the lists. Only 10 employees signed the lists, a minute portion of the Harlem workforce. See MVPT Ex. 15.

Moreover, 17 of the 26 days covered by MVPT Exhibit 15 were Saturdays or Sundays. Fewer employees work on weekends, thus further diminishing the opportunities for meaningful contacts. See DDE at 31; MVPT Ex. 15; Tr. at 77.[4]

Last, MVPT cites that individual trips that can not be performed on time by a Staten Island driver can be reassigned to a Harlem driver. But individual trips can also be reassigned from other companies' drivers to MVPT drivers. See Tr. at 223. Thus, the possibility of individual trip reassignments only establishes a relationship between the various companies

[3]MVPT Exhibit 6 reflects that on April 3, 2011, the four employees who signed the list worked in Staten Island.

[4]MVPT Exhibits 7 and 8 reflect that on five other days, including Christmas Eve, Halloween, and one Sunday, a few Harlem drivers worked in Staten Island because Staten Island was short drivers. See Tr. at 87-89. MVPT submitted December 19, 2010 in error. See Tr. at 89.

comprising the overall NYCTA Access-A-Ride service. There is no record evidence of the percentage of trips actually reassigned from drivers from one location to drivers from another location or to drivers from the Brooklyn facility or even to drivers working for another one of the paratransit companies operating in the area. See DDE at 18; Tr. at 223-24.

In short, as the Regional Director found, interchange of Harlem and Staten Island employees is minimal, especially given the total number of employees at the Harlem and Staten Island locations. DDE at 31; see J&L Plate, 310 NLRB at 430 (20 temporary transfers of unit employees between two facilities in three to four years is "relatively small" where the combined size of the workforce was 172 to 182 employees).

The interchange is also generally ad hoc and does not yield meaningful contacts. Thus, the record reflects minimal interchange between MVPT's Harlem and Staten Island employees, and few or no instances of meaningful contacts between the two groups. For example, there is no evidence of even a single work meeting attended by both Harlem and Staten Island employees. The absence of meaningful contacts should render any evidence of interchange virtually insignificant. See J&L Plate, Inc., 310 NLRB at 430 (lack of meaningful contacts between employees at two facilities diminishes significance of other factors suggesting a multi-location unit is appropriate).

Thus, the infrequency of interchange and meaningful contacts also weighs against concluding that the petitioned-for unit does not constitute an appropriate unit.

In support of its position, the Employer merely asserts repeatedly that the Regional Director ignored the evidence of substantial interchange between employees and of integrated operations. See, e.g., RR at 3, 13, 15-17. The Employer engages in a misleading argument of the significance of the records it produced. Thus, the Employer claims falsely that there are

transfers between the two locations "almost daily," RR at 24, while the record shows them to be infrequent as outlined above.[5] The Employer also suggests that Staten Island drivers can show up at work and be instructed to travel to the Harlem location. RR at 24. However, as noted above, the record contains no documentation showing that this ever occurred. While the Employer attempts to make much of the scant record evidence of employee interchange, the Employer does not point to any erroneous finding regarding the infrequency of interchange and meaningful contacts between the employees. The Regional Director correctly gave the lack of frequency of interchange and meaningful contacts great weight.

3. MVPT's Harlem and Staten Island employees work under separate management until the General Manager level.

The Regional Director also correctly found that the employees employed at the Harlem facility are separately supervised and correctly gave this factor weight in finding that the single facility unit is not inappropriate. DDE at 33. Like Staten Island, the Harlem facility has an assistant general manager, a dispatch manager, a safety manager, and a maintenance manager. See Tr. at 117-20. Among other managerial activities, the managers supervise employees, address employee concerns, and resolve grievances. See Tr. at 92, 154, 160, 161, 217-18. Managers also issue warnings and points, see Tr. at 156, 237-38, and appear to be able effectively to recommend terminations and suspensions in certain circumstances, see Tr. at 240-41; Intervenor Ex. 6.

4. The Regional Director Correctly Relied upon the Existence of the Employer's Brooklyn Location in Concluding that the Employees at the Harlem Location are themselves an Appropriate Unit.

The Employer complains that the Regional Director erred in considering the Brooklyn location as evidence that supports a finding that the single facility Harlem site is appropriate. RR

[5]As the Regional Director noted, the Employer did not present daily assignment sheets. DDE at 20.

at 8. However, under Board law, MVPT would need to show that the Harlem and Staten Island employees share interests that are separate and distinct from those they share with employees at the Brooklyn facility. See Laboratory Corp. of America Holdings, 341 NLRB 1079 (2004). That MVPT did not include the Harlem or Staten Island employees in the Brooklyn unit shows that each location has its own identity and could effectively bargain as a separate unit.

The Employer does not maintain that the Regional Director made any erroneous finding regarding the Brooklyn facility.[6] All three locations are divisions of MV and engage in the same work. The Brooklyn unit existed before MVPT commenced operations in Staten Island or Harlem. All three locations operate pursuant to contracts with the NYCTA. See Tr. at 234. Drivers at all three locations perform the same function, can be assigned trips anywhere in the five boroughs, and use the same equipment (except that Brooklyn does not use sedans). See id. Driver qualifications at all three locations are the same. See Tr. at 234-35. New drivers are trained at all three locations using the same manual. See Tr. at 235; MVPT Ex. 9. The same employee handbook applies to employees at all three locations. See Tr. at 237; MVPT Ex. 12. All three locations use the same point system. See Tr. at 178-79. The Brooklyn location is closer to the Harlem location and the Staten Island location than the Harlem and Staten Island locations are to each other. Yet MVPT has not explained why the Harlem employees must be included in a unit with Staten Island employees but neither Harlem nor Staten Island employees should be included in the unit with Brooklyn employees.

[6]The Employer does not challenge the Regional Director's reliance on the Brooklyn location on the grounds that it is run by a separate corporation. In any event, such an argument could not succeed because MVPT and MV Transportation, the parent company of MVPT, see MV Public Transp., slip op. at 4 (May 20, 2010), do not appear to deem corporate formalities significant in their operations. The Harlem and Staten Island locations (which are technically MV Public Transportation) are, like Brooklyn (which is technically MV Transportation), identified as mere divisions of MV Transportation. See MVPT Ex. 16.

Similarly, MVPT identified various decisions that are made at the corporate level. See Tr. at 54-55, 176, 238-39 245-46. Presumably, such decisions are made at the corporate level for all divisions of the company, not only Harlem and Staten Island.

Thus, because MVPT has another facility in the same metropolitan area that engages in the same work as that of Harlem and Staten Island, but the Brooklyn employees are a separate unit, the Employer can not show that the Harlem employees are not an appropriate single facility unit.

5. The Existence of Centralized Operations Does not Render a Single Facility Unit of Harlem Employees Inappropriate.

The Employer fails to appreciate that the Regional Director is to determine whether the single facility location is an appropriate unit, not the only appropriate unit. Overnite Transp. Co., 322 NLRB at 723-24. The factors of centralized operations upon which the Employer relies in its request for review might well support a finding that a unit including both Staten Island and Harlem employees is an appropriate unit. However, these factors do not alone establish that a single location Harlem facility unit is inappropriate for collective bargaining.

The Employer argues that the Regional Director failed to find that the Harlem and Staten Island locations are part of "one single integrated operation, and that Harlem simply could not exist without the resources, administration, dispatcher services, supervision and support provided by the Staten Island nerve center." RR at 13. However, the Regional Director made many factual findings in this regard. For example, the Regional Director found that the Staten Island facility contains the Employer's main offices, collision shop and training facility, and payroll department for both locations. DDE at 6. He also found that Quinto Rapacioli is the general manager of both locations largely responsible for labor relations. DDE at 6.

The Employer confuses the significant distinction between an integrated operation and an integrated workforce. While the Employer operates out of both locations and various administrative functions are performed for both locations on Staten Island, centralized operations alone do not rebut the single facility presumption. Rather, the Regional Director appropriately considered several other factors, including the geographical distances between the facilities, the separate reporting locations and direct supervisors, and the lack of meaningful contacts among employees. DDE at 30-33; J&L Plate, Inc., 310 NLRB at 429. Thus, the findings that the Employer argues the Regional Director failed to make regarding centralization of operations, if true, would not have changed the Regional Director's conclusion because of the separate identity of the Harlem workforce.

6. The Regional Director Correctly did not Rely upon Unlawful Bargaining History.

MVPT unlawfully recognized Local 707 as the bargaining representative of MVPT's Staten Island employees. See MV Public Transp., 356 NLRB No. 116 (2011). In recognizing Local 707 as the bargaining representative of the Harlem employees, MVPT merely extended its unlawful bargaining relationship with Local 707 to encompass the Harlem employees. See Tr. at 14. As the Regional Director found, this unlawful bargaining history can not support MVPT's position. DDE at 33-34.

D. The Employer's request that the Board reverse the Regional Director's Decision and direct an election in a unit consisting of employees operating out of both the Staten Island and Harlem locations must be denied.

Should the Board conclude, contrary to the Regional Director, that the petitioned-for single facility unit is not appropriate, the Board still should deny the Employer's request that the Board direct an election in a unit consisting of employees operating out of both the Staten Island and Harlem locations. RR at 27. The Employer presents this position in its conclusion and

provides no argument or cases supporting its position. Moreover, an election was held in the Staten Island unit to which the Employer stipulated, and Local 1181 prevailed.[7] We are not aware of any authority that suggests that the result of this case may nullify or modify the results of the Staten Island election in Case Nos. 29-RC-11781 and 29-RD-1137.

Local 707's Petition in this case seeks an election of the Harlem employees and raises no question concerning representation with respect to the Staten Island unit, no question as to the appropriateness of the Staten Island unit, no basis to permit MVPT effectively to withdraw from its stipulation that the Staten Island unit is an appropriate unit without the Harlem employees, and no opportunity for the Board to direct any action with respect to the Staten Island unit.

Moreover, the Staten Island case also involved a petition to decertify Local 707. Local 707's petition for an election of the Harlem employees may not serve as the vehicle for MVPT to force another election in which Local 707 could affect the identity of the bargaining representative of the Staten Island employees or even become their bargaining representative. Indeed, the Employer's position would deprive the Petitioner in Case No. 29-RD-1137 (who is not a party in this case) of due process.

That the Employer's position that an election involving both the Harlem and Staten Island employees is inappropriate is supported by Kansas City Terminal Elevator Co., 269 NLRB 350 (1984). In that case, the employer's business consisted of two grain storage elevators. After a union was certified as employees' representative at Elevator 1, the union filed a petition to represent Elevator 2 employees in a separate unit. The employer contended that the only appropriate unit would include employees at both facilities. The Board held that Elevator 2 employees were not an appropriate unit because the employees at both Elevators shared a

[7]That MVPT's objections to the conduct of the Staten Island election are pending is not pertinent to the issue here. In the unlikely event that the Regional Director sustains the objections, the remedy is a re-run election. Objections provide no opportunity to revisit the stipulated unit description.

community of interests. Notwithstanding this conclusion, the Board did not direct a vote of the employees at both Elevators but, instead, directed a self-determination election among Elevator 2 employees in which those employees could vote whether they wanted to be included in the existing unit or remain unrepresented. See id. at 350-52.

Local 1181 contended before the Regional Director that Kansas City Terminal Elevator Co. is distinguishable in that, should the Board conclude that the petitioned-for unit is not appropriate, the Harlem employees should be recognized as an accretion to the Staten Island unit. The Regional Director rejected that position. DDE at 34. But whether the result is an accretion or a self-determination election among the Harlem employees (as in Kansas City Terminal Elevator Co.), there is no basis to direct in this case an election involving the Staten Island employees. At the least given present circumstances, Local 707 could not appear on the ballot in a self-determination election.

Based on the entire record, the facts support the Regional Director's conclusion that the employees employed at the Harlem facility constitute an appropriate unit for collective bargaining. Nothing in the record or in the Employer's Request for Review establishes that the petitioned-for single facility unit is inappropriate.

CONCLUSION

For the foregoing reasons, the National Labor Relations Board should deny the Employer's Request for Review.

Dated: New York, New York
August 10, 2011

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing brief of Intervenor Local 1181-1061, Amalgamated Transit Union, AFL-CIO in Opposition to the Employer's Request for Review of the Regional Director's Decision and Direction of Election to be served by e-mail on

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on August 10, 2011.

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