UNITED STATES GOVERNMENT
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31

MADISON PROJECT [1]

Employer

and

Case 31-RC-8882

TREASURERS & TICKET SELLERS
LOCAL 857, I.A.T.S.E., M.P.T.A.A.[2]

Petitioner

DECISION AND ORDER

On July 14, 2011,[3] the Treasurers & Ticket Sellers Local 857, I.A.T.S.E., M.P.T.A.A. (Petitioner), under Section 9(c) of the National Labor Relations Act, as amended, filed petition 31-RC-8882, seeking to represent a unit of employees employed by the Madison Project (Employer). A hearing was held on July 27, before a hearing officer of the National Labor Relations Board (Board). Pursuant to the provision of §3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned. Based on a thorough review of the record and the parties' briefs, I make the following findings: 1) The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed; 2) The Employer is exempt from the Board's jurisdiction as a political subdivision under Section 2(2) of the National Labor Relations Act, therefore no question affecting commerce exists concerning the representation of certain

[1] The name of the Employer appears as stipulated by the parties.

[2] The name of the Petitioner appears as stipulated by the parties.

employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

I. ISSUES

Treasurers & Ticket Sellers Local 857, I.A.T.S.E., M.P.T.A.A. (Petitioner) seeks an election in a unit including all full time, part time, and on-call employees engaged in ticket sales, subscription and customer service, employed by Madison Project (the Employer) at the Broad Stage Theater located at 1310 11th Street, Santa Monica, California, but excluding guards and supervisors as defined in the Act, and all other employees.

The Employer contends that it is exempt from the Board's jurisdiction because it is a political subdivision as defined in Section 2(2) of the National Labor Relations Act under the standards set forth in *NLRB v. Natural Gas Utility of Hawkins County*, 402 U.S. 600, 604-605 (1971). The Employer further contends, contrary to the Petitioner that: 1) a permanent lay-off of all employees in the petitioned for unit is imminent so that it would not be appropriate to conduct an election; 2) the existing collective bargaining agreement between Santa Monica Community College (SMC) and the California School Employees Association, Chapter 36 (CSEA) operates as a contract bar to an election in the petitioned for bargaining unit; 3) the Ticket Fulfillment Manager is a supervisor within the meaning of Section 2(11) of the Act and is therefore properly excluded from the petitioned for unit; 4) employee Nathalie Choupay is an office clerical employee and is therefore should be excluded from the petitioned for unit; and 5) part-time, on-call and/or casual employ-

[3] All dates are in 2011 unless otherwise stated.

ees Fabio Tassone and Jennifer Huszca do not work sufficient hours to be included in the petitioned for unit.

II. DECISION

As discussed in detail below, I conclude that the Employer is a political subdivision within the meaning of Section 2(2) of the Act, and therefore the Employer is exempt from the Board's jurisdiction. Nevertheless, in the event the Board determines it would assert jurisdiction over the Employer, I resolve the additional issues raised by the Employer as follows: 1) the plan to permanently lay-off employees in the petitioned for bargaining unit is speculative, and the evidence is insufficient to establish that a contraction or elimination of the petitioned for unit is imminent; 2) the evidence fails to establish that the collective bargaining agreement between SMC and the CSEA operates as a contract bar to an election in the petitioned for bargaining unit; 3) the record evidence establishes that the Ticket Fulfillment Manager is a supervisor within the meaning of Section 2(11) of the Act; 4) employee Nathalie Choupay shares a substantial community of interest with employees in the petitioned for bargaining unit and the evidence is insufficient to exclude her from the bargaining unit on the basis that she is an office clerical, and 5) the *Davison-Paxon Co.*, 185 NLRB 21 (1970) eligibility formula is appropriate to determine the eligibility of the Employer's part-time, on-call, and/or casual employees and, pursuant to that eligibility formula, employees who perform bargaining unit work on an average of four or more hours of work per week in the quarter prior to the election eligibility date

are eligible voters.[4] Accordingly, in the event that the Board asserts jurisdiction over the Employer, I find that following bargaining unit is appropriate:

> All full time and regular part time employees, employed by the Employer at the Broad Stage Theater located at 1310 11th Street, Santa Monica, California, engaged in ticket sales and subscription and customer services, but excluding office clerical employees, guards, and supervisors as defined in the Act, and all other employees.

III. FACTS AND ANALYSIS

A. THE EMPLOYER'S STATUS AS A POLITICAL SUBDIVISION

1. Facts

The Employer, Madison Project, is a California Nonprofit Public Benefit Corporation engaged in the programming, presenting and producing for the general public performance and theatrical productions at a theater located in Santa Monica, California. The Employer's stated purpose is to "promote excellence and education in the arts through presentation and production, and to carry on other educational activities associated with this purpose." The President of Santa Monica Community College (SMC) created the Employer in 2006; he is deemed the "sole member" in the Employer's Bylaws.[5] As the sole member, the President of SMC has the authority under the Employer's by-

[4] The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of §2(5) of the Act and claims to represent certain employees of the Employer. The parties also stipulated, and I find, that within the past 12 months, a representative period, the Employer's gross revenue exceeded $1,000,000 and during this same period of time the Employer purchased and received goods, supplies, and materials valued in excess of $5,000 directly from enterprises located outside the State of California.

laws to appoint the Employer's board of directors, remove the Employer's directors at will and without cause, and to fill any vacancies on the board. In addition, the President of SMC must approve changes to the Employer's bylaws and articles of incorporation. Currently the Employer's Board of Directors includes the President of SMC and two members of the SMC Board of Trustees.

SMC, a public two-year community college, is part of the post-secondary education system created by the State of California that is governed by the California State Board of Governors of the California Community Colleges. It is not disputed that SMC itself does not meet the definition of "employer" set forth in Section 2(2) of the Act, and it is therefore excluded from the Board's jurisdiction.

In 2007, the Employer entered into a "service agreement" with SMC that calls for the Employer to program, present, and produce theater productions at SMC's Broad Stage Theater located at 1310 11th Street, Santa Monica, California, on one of SMC's campuses. The Broad Stage Theater is comprised of two theater venues: a 500 seat state-of-the-art theater and a 100-seat "black box" theater with no stage. Both SMC and the Employer utilize the theater for productions. Approximately 50-60 percent of the performances at the Broad Stage Theater are SMC productions by SMC students and faculty. The terms of the service agreement require the Employer's productions to consist of "high-profile, world class performers and emerging national and local talent."

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[5] In the Madison Project's Bylaws, Article 4 §1(a) provides: "The Corporation shall have one class of membership. The sole member shall be the President of Santa Monica College...." Further, Article 7 §2(b) states: "A director may be removed without cause by the vote of the sole member."

[7] Sponsorships occur when businesses agree to "sponsor" the Employer's productions in return for certain advertising rights.

The service agreement requires the Employer to submit its business plan and budget to SMC for approval. The Employer's Chief Operating Officer (COO) testified that SMC actively reviews the Employer's budget and that SMC has disapproved the Employer's budget in the past, requiring the Employer to make budgetary revisions. The COO meets weekly with the SMC Senior Director of Government Relations & Institutional Communications (SMC Senior Director) to discuss the Employer's finances and to obtain approval for performance season decisions. The SMC Senior Director reports directly to the President of SMC. Both the President and the SMC Senior Director have "check signing" authority for the Employer. SMC has direct approval over the number of the Employer's performances, the cost of the Employer's performances, and the amount that the Employer may charge for tickets. SMC also approves all of the Employer's printed materials and sponsorships.[7]

In addition to SMC's approval authority over the Employer's financial and other decisions, the Employer's Director, who is responsible for the day-to-day management of the Employer's operations, is an employee of SMC and receives her compensation directly from SMC. The Director's assistant is also employed and compensated directly by SMC. The Employer's facility is on the SMC campus in a building adjacent to the Broad Theater, and SMC employees provide technical support for the Employer's productions.

2. Legal Standard/Analysis

Section 2(2) of the Act provides, inter alia, that the term "employer" within the meaning of the National Labor Relations Act shall not include any State or political subdivision. To determine when an entity qualifies as a political subdivision, the Board applies the test described in *NLRB v. Natural Gas Utility District of Hawkins County*, 402

U.S. 600, 604-605 (1971). Under the *Hawkins* test, an entity will be deemed a political subdivision and exempt from the Board's jurisdiction if it is: 1) created directly by the state, so as to constitute a department or administrative arm of the government; or 2) administered by individuals who are responsible to public officials or to the general electorate. *Id.* at 604.

With respect to the first prong of the *Hawkins* test, the evidence does not establish, and neither party argues, that the Employer was created directly by the State of California so as to constitute a department or administrative arm of the government.

The party claiming that an entity is exempt from the Act under the second prong of the *Hawkins* test has the burden of establishing that the employer's policy-making officials have "direct personal accountability" to public officials or the general public. *Cape Girardeau Care Center,* 278 NLRB 1018, 1019 (1986). (Citations omitted). In determining whether policy-making officials are personally accountable to public officials, the most important factor examined by the Board is whether the individuals are appointed by, and subject to removal by, public officials. *Research Foundation of the City University of New York,* 337 NLRB 965, 969 (2002). For an entity to be deemed "administered" by individuals responsible to public officials, those individuals must constitute a majority of the board. See *FiveCAP, Inc.,* 331 NLRB 1165 (2000); *Enrichment Services Program,* 325 NLRB 818, 819 (1998).

The Employer does satisfy the second prong of the *Hawkins* test: the evidence established that it is administered by individuals who are responsible to public officials. All of the Employer's Directors are appointed by, and subject to removal by SMC's President, who is in turn subject to removal by SMC's publicly elected Board of Trustees.

Each member of the Employer's Board of Directors is responsible to SMC in his/her capacity as a board member. SMC also exercises a substantial degree of control over the Employer's daily operations: it maintains approval authority over the Employer's business plan, operating budget, theater schedule, costs, ticket prices, publishing and sponsorship. In addition the individual responsible for the Employer's daily operations is an employee of SMC and receives her compensation directly from SMC.

Petitioner argues that the Employer "... does not transform itself into a political subdivision because its Board of Directors and management personnel are subject to supervision by [SMC]," relying, in part, on the Board's decision in *Charter School Administration Services, Inc.,* 353 NLRB No. 35 (2008). In *Charter School,* however, the Board explicitly found that "the Employer is administered by a board of directors, corporate officers and various administrators. The record fails to show that *any* of these administrators are responsible to *any* public official or to the general electorate within the meaning of *Hawkins County."* Emphasis added. The *Charter School* Board continued by noting that "the relevant inquiry is whether the individuals who administer the entity are appointed by and subject to removal by public officials.... The Board has continued to find it significant if a majority of an employer's board of directors is composed of individuals responsible to public officials...."

Accordingly, I conclude that the Employer is administered by individuals who are responsible to public officials, and that the Employer is therefore a political subdivision exempt from the jurisdiction of the National Labor Relations Board.

B. NON-JURISDICTIONAL ISSUES

1. ANTICIPATED PERMANENT LAYOFF

The service agreement between the Employer and SMC is effective by its terms October 8, 2007 though November 8, 2011. Section 5(d) of that agreement titled "Box Office," states that "SMC shall provide a centralized box office and purchase system including personnel for SMC Events, MP [8] Productions, and MP Presentations." Notwithstanding this language, SMC has not provided box office personnel for the Employer's productions and presentations. As a result, the Employer maintains a staff of approximately five box office employees, the same employees sought by the Petitioner in the petitioned-for bargaining unit.

At hearing, the Employer's COO testified that in mid-July, after the petition in the instant case was filed, he had a conversation with the SMC Senior Director of Government Relations & Institutional Communications (SMC Senior Director) and his assistant, in which the SMC Senior Director indicated that SMC might provide additional services when a new service agreement is executed after the termination of the current agreement. According to the COO, the SMC Senior Director did not specifically mention that the additional services might include the box office function currently performed by the Employer, but he concluded that the SMC Senior Director was referring to box office and other duties that SMC was arguably required to provide pursuant to the current services

[8] MP is an abbreviation for the Employer, Madison Project.

agreement, but had failed to perform.[9] The COO asserts that the SMC takeover of the box office could occur in as little as a few months, when the new service agreement goes into effect, or as much as a year.

The Board has held that it will not direct an election in a unit where a permanent layoff is imminent and certain. *Hughes Aircraft*, 308 NLRB 82, 83(1992). I find however that the Employer's evidence of a planned permanent layoff is neither imminent nor certain. The Employer's only evidence of a planned box office layoff comes though a vague conversation in which the box office function is not specifically mentioned. The Board has determined that mere speculation as to the uncertainty of future operations is not sufficient to warrant dismissal of a petition. *Canterbury of Puerto Rico, Inc.*, 225 NLRB 309 (1976). The Employer's evidence of a planned layoff is speculative and therefore not a sufficient justification for dismissal of the petition.

2. CONTRACT BAR ISSUE

Ancillary to the Employer's argument that there is a planned layoff of the Employer's employees that would preclude the direction of an election in the petitioned for bargaining unit, the Employer urges that the service agreement's language requiring SMC to staff a box office creates a contract bar to an election. The Employer also asserts that box office employees should be employees of SMC under the service agreement and that SMC is party to a collective bargaining agreement with the California School Employees Association Chapter 36 (CSEA) that could cover the box office function. The Employer's argument lacks merit. The current box office employees are clearly not employees of

[9] Other duties that SMC is arguably required to, but has failed to perform under the current services agreement include a parking plan, coordination of events, and administrative offices.

SMC, and have never been treated as part of any established bargaining unit currently represented by the CSEA or treated as covered by an existing collective bargaining agreement. Moreover I have concluded that any planned takeover of the box office functions by SMC is speculative. Accordingly, SMC's collective bargaining agreement with the CSEA does not act as a bar to the instant petition.

3. SUPERVISORY STATUS OF THE TICKET FULFILLMENT MANAGER

The Ticket Fulfillment Manager (TFM) is a full-time, salaried employee with benefits. She is responsible for setting up the Employer's performances in the ticket system, staffing the box office, overseeing box office operations and generating sales reports.

The TFM interviews applicants for employment and makes recommendations to the Employer based upon her interviews. The Employer's COO, or its Marketing Director may independently interview job applicants, however the record establishes that the TRM has effectively recommended at least four specific employees for hire;[10] and for two of them she conducted the only pre-employment interview of the applicants.

After employees are hired, the TFM determines how many will be needed to staff the box office at any given time. In making this determination, she attends weekly production meetings with other managerial and salaried employees where upcoming Employer campaigns and productions are discussed. Based upon the nature and number of

[10] In its brief, the Petitioner contends, without providing a citation to the transcript, that some of her hiring recommendations were rejected. The evidence adduced at hearing does not support this claim. The record evidence indicates that on one occasion the TFM forwarded an individual for an interview by the COO, but she did not make a recommendation regarding the individual's hire.

such campaigns and productions, she determines how many employees are necessary to staff the box office and forwards the projected staffing to the COO for approval.

Once the number of employees necessary to staff the box office is determined, the TFM assigns employees to duties within the box office. The box office is an approximately 300-to-400 square-foot area with four box-office windows. The duties of the box office employees are interchangeable and it appears that staffing decisions regarding assignment of employees to particular box-office windows do not involve the use of independent judgment or the exercise of substantial discretion.

The Employer asserts that the TFM has the authority to evaluate employees and to recommend discipline, however there is no evidence that these functions have occurred. She did, however, effectively recommend that one specific employee receive a raise, and she has the authority to authorize overtime.[11]

In addition the TFM spends about 60-to-75% of her time selling tickets. The COO testified that employees assigned to the box office are required to wear dark slacks and a dress shirt; the TFM wears the same uniform as other box office employees.

Section 2(11) of the Act defines the term supervisor as "any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature,

[11] In its brief the Petitioner contends, without providing a citation to the transcript, that the TFM does not have the authority to authorize overtime. Contrary to the Petitioner's claim, the evidence at the hearing was that if the TFM authorized overtime, the Employer followed her decision.

but requires the use of independent judgment." The Board construes supervisory status narrowly "because the employee who is deemed a supervisor is denied the rights which the Act is intended to protect." *Chevron Shipping Co.*, 317 NLRB 379, 380-381 (1995). The party asserting that an individual is a supervisor has the burden to establish that employee's supervisory status; any lack of evidence is construed against the moving party. See *NLRB v. Kentucky River Community Care, Inc.*, 121 S.Ct. 1861, 1866, 167 LRRM 2164 (2001); *Elmhurst Extended Care Facilities*, 329 NLRB 535, 535 fn. 8 (1999). It is well established, however that the possession of any one of the indicia specified in §2(11) of the Act is sufficient to confer supervisory status. See *Hydro Conduit Corp.*, 254 NLRB 433, 437 (1981).

The Employer has established that the TFM possesses one or more indicia of supervisory authority. While she does not have the authority to hire, she does have the authority to effectively recommend such actions, and in fact has exercised this authority; she was the only pre-employment interviewer of at least half of the current box-office work force and effectively recommended at least three current employees for hire. The COO testified that he holds her accountable for the work performance of the other box-office employees. I therefore find that the TFM is a supervisor within the meaning of the Act. *Detroit College of Business*, 296 NLRB 318 (1989).

The TFM has other duties that may suggest supervisory authority such as her ability to scrutinize upcoming events and determine how many employees to call in at any given time, which would appear to require the use of independent judgment contemplated by the Act. Despite these facts however, there was testimony that she submits her schedule to management for approval. Because there was no evidence what form this approval

takes, I will construe the ambiguity against the Employer and not rely on her scheduling of employees in reaching my decision.

Because I find that the she is a statutory supervisor, the TFM will be excluded from any unit found appropriate.

4. EMPLOYEE NATHALIE CHOUPAY

Nathalie Choupay is a full time hourly-wage paid employee of the Employer who works in the box office. As a full-time employee, she receives benefits. The Employer lists her as a clerical employee and seeks to exclude her from any unit found appropriate as an office clerical employee. Despite the Employer's testimony that Choupay engages in "filing and other clerical duties," from the scant evidence in the record it appears that Choupay's duties consist of processing internet ticket sales, and filing will-call ticket orders for pick-up by patrons. The Employer conceded that all of Choupay's "clerical" duties relate to the box office functions. Choupay spends the remaining 30-to-40% of her time performing the same duties as the remaining box office employees, and she wears the same dark-slacks and dress-shirt uniform required of all box office employees. As is true for the other box office personnel, her immediate supervisor is the TFM.

Based on the record as a whole, I find that Choupay has regular contact with other box office employees, performs duties solely related to ticket sales, and shares common supervision with the other box office employees. Therefore, I find that Choupay shares a substantial community of interest with the petitioned for employees and is included in the unit of box-office employees. *Jacob Ash Co., Inc.*, 224 NLRB 74 (1976).

5. PART-TIME, ON-CALL, CASUAL EMPLOYEES

In addition to the statutory supervisor TFM, the Employer employs five employees in the box office, including Choupay who is the only full time employee of this group. All of the remaining employees are regular part time, or what the employer classifies as "part time as needed." No part time employee receives benefits. All part time box office employees are engaged in ticket sales and have interchangeable duties. Employee hours vary substantially and are largely dependent upon the number and nature of the Employer's productions running in any given week.[12] The Employer appears to assign a larger share of hours to certain part-time employees than other part-time employees. The Employer has approximately 175 performances scheduled for the 2011 – 2012 calendar year. Employees may decline unwanted shifts, but declining too many shifts could result in termination of employment.

The Employer argues that Jennifer Huszcza and Fabio Tassone should be excluded from the unit as casual employees, relying heavily on their ability to decline work in its argument that these employees should be excluded. As the Employer points out in its brief, however, the ability to accept or reject shifts is relevant to, but not determinative of casual employment. *Pat's Blue Ribbons*, 286 NLRB 918 (1987).

In devising eligibility formulas for the various industries, the Board seeks to balance optimum employee enfranchisement and free choice against enfranchising individuals with no real continuing interest in the terms and conditions of employment offered by the employer. *Steppenwolf Theater Company*, 342 NLRB 69, 70-71 (2004). The Board's

[12] The Employer provided a summary of employee hours with its post-hearing brief, however there were no underlying documents provided and the Petitioner has had no opportunity to scrutinize or verify the data.

most widely used eligibility formula for part time employees is the *Davison-Paxon* formula, which provides that "an employee is deemed to have a sufficient regularity of employment to demonstrate a community of interest with unit employees if the employee regularly averages 4 or more hours of work per week for the last quarter prior to the eligibility date." *Davison-Paxon Co.*, 185 NLRB 21, 23-24 (1970). However, the Board has also fashioned alternative eligibility formulas to fit unique conditions of particular industries where special circumstances exist. *Trump Taj Mahal Casino*, 306 NLRB 294, 296 (1992), enfd. 2 F.3d 35 (3d Cir. 1993); *DIC Entertainment, L.P.*, 328 NLRB 660 (1999), enfd. 238 F.3d 434 (D.C. Cir. 2001). The Board has found that "special circumstances" include irregular employment patterns, specifically within the entertainment industry. See *The Julliard School*, 208 NLRB 153 (1974) (employees were eligible to vote where they had worked on two productions for a total of 5 days over a 1 year period or at least 15 days over a 2 year period); *American Zoetrope Productions*, 207 NLRB 621 (1973) (employees worked two productions over a one year period); *DIC Entertainment, L.P.*, 328 NLRB 660 (1999), enfd. 238 F.3d 434 (D.C. Cir. 2001) (two productions totaling five days in a single year or at least 15 days over a one year period).

The Board has previously rejected alternative formulas in cases such as *Columbus Symphony Orchestra,* 350 NLRB 523 (2007), *Wadsworth Theatre Management*, 349 NLRB 122 (2007), and *Steppenwolf Theatre, supra.* As with every case, whether special circumstances exist and warrant a different formula from *Davison-Paxon* requires a fact-driven analysis. A critical consideration in such an analysis is the employment pattern that is the result of the length and number of relevant productions put on by the employer as well as the extent that the employer relies on on-call or per-diem employees to perform

its work. *Steppenwolf* at 71-72. For example, in *Columbus Symphony Orchestra*, 350 NLRB 523 (2007), an alternative formula was found not appropriate because the employer had a year-round, 46-week schedule of productions for the petitioned-for unit, involving a full-time staff alongside a complement of on-call, as-needed employees. In *Wadsworth Theatre Management,* 349 NLRB 122 (2007), the petitioned-for employees worked at least four productions lasting four weeks each, in addition to other regularly scheduled weekly and special events.

I find that the current case is more factually similar to those cases where no special circumstances exist that require a different eligibility formula from that set forth in *Davison-Paxon*. The Employer has scheduled at least 150 performances for the current fiscal year, employs some full time staff that it supplements with additional part time employees as needed, and provides a larger share of hours to certain part time employees. Under these circumstances, I find that the proper eligibility formula for part time employees in the appropriate unit is the *Davison-Paxon* formula. See *Steppenwolf* at 72. Therefore, all employees in the bargaining unit who satisfy the *Davison-Paxon* formula would be eligible to vote.

IV. CONCLUSION and ORDER

The record establishes and I conclude that the Employer is exempt from the Board's jurisdiction as a political subdivision under §2(2) of the Act as it is administered by individuals who are responsible to public officials.

IT IS HEREBY ORDERED that the petition in this matter be, and it hereby is, dismissed.

RIGHT TO REQUEST REVIEW

A request for review of this Decision and Order may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001, under the provisions of Section 102.67 of the Board's Rules and Regulations. The Board in Washington must receive this request by 5:00 p.m. (ET) on September 8, 2011. The request may be filed electronically through the Agency website, www.nlrb.gov,[13] but may **not** be filed by facsimile.

SIGNED at Los Angeles, California, this 25th day of August, 2011.

/s/

James J. McDermott, Regional Director
National labor Relations Board Region 31
11150 West Olympic Blvd., Suite 700
Los Angeles, CA 90064-1824

[13] To file the request for review electronically, go to www.nlrb.gov and select the **E-Gov** tab. Then click on the **E-Filing** link on the menu. When the E-file page opens, go to the heading **Board/Office of the Executive Secretary** and click on the "File Documents" button under the box next to the statement indicating that the user has read and accepts the E-filing terms and click the "Accept" button. Then complete the filing form with information such as the case name and number, attach the documents containing the request for review, and click the Submit Form button. Guidance for E-filing is contained in the attachment supplied with the Regional Office's initial correspondence on this matter and is also located under "E-Gov" on the Board's website, www.nlrb.gov.