

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

**SYLVANIA LIGHTING SERVICES CORP.<sup>1</sup>**

**Employer**

**and**

**Case 28-RC-079901**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL UNION 357, AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS<sup>2</sup>**

**Petitioner**

**DECISION AND DIRECTION OF ELECTION**

International Brotherhood of Electrical Workers Local Union 357, affiliated with the International Brotherhood of Electrical Workers (the Petitioner) seeks to represent a unit of all full-time and regular part-time service technicians, lighting installers, and warehousemen employed by Sylvania Lighting Services Corp. (the Employer) at its facility located at 7485 Dean Martin Drive, Las Vegas, Nevada. The unit sought by the Petitioner would exclude all other employees, office clerical employees, guards, and supervisors as defined in the National Labor Relations Act (the Act). The Union contends that the Employer is an employer within the construction industry and seeks an election to be conducted using the construction industry formula to determine voter eligibility. The Employer maintains that the unit sought by the Petitioner is not appropriate for two reasons. First, the Employer contends that it is not an employer within the construction industry and that the employees that the Petitioner seeks to represent are temporary employees with no expectation of recall to their former positions. The Employer further contends that even if it is found to be an employer within the construction industry, its six permanent employees should not be included in a unit with the temporary employees because they have a distinct and separate community of interest from the temporary employees. As explained below, based on the record<sup>3</sup> and relevant Board law,

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<sup>1</sup> The name of the Employer appears as stated at the hearing.

<sup>2</sup> The name of the Petitioner appears as stated at the hearing.

<sup>3</sup> A hearing in this matter was held on May 7, 2012, pursuant to the Board's Revised Rules, effective April 30, 2012, governing the processing of representation petitions. Following the hearing, on May 11, 2012, I issued a Decision and Direction of Election (Decision). On May 14, 2012, a United States District Court Judge for the District of Columbia, in *Chamber of Commerce of the United States of America, et al. v. National Labor Relations Board*, Civil Action No. 11-2262 (D.D.C. May 14, 2012), held that the Board's Revised Rules were inoperative. Accordingly, on May 16, 2012, I vacated the Decision and issued a Notice of Hearing, directing that a second hearing be conducted on May 23, 2012, pursuant to the Board's Rules and Regulations that were in effect immediately before April 30, 2012. On May 18, 2012, the parties to this proceeding stipulated that the hearing conducted on May 7, 2012, in this matter, and as supplemented by the parties, would constitute the record evidence in this proceeding and that no party would file objections or contest the proceeding on the basis

I find that the petitioned-for unit is appropriate, that the Employer is an employer engaged in the construction industry, and that those eligible to vote in the election that I am directing should be determined by use of the *Daniel/Steiny* formula.<sup>4</sup>

## DECISION

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the National Labor Relations Board (the Board). Upon the entire record in this proceeding, I find:

1. **Hearing and Procedures:** The Hearing Officer's rulings made at the hearing are free from prejudicial error and are affirmed.

2. **Jurisdiction:** The parties stipulated, the record establishes, and I find, that the Employer, a Delaware corporation, with an office and place of business in Las Vegas, Nevada, is engaged in the installation and maintenance of lighting services. During the 12-month period ending April 30, 2012, the Employer, in the course and conduct of its business operation described above, purchased and received goods and materials at its Las Vegas, Nevada facility valued in excess of \$50,000 directly from points located outside the State of Nevada. The Employer is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and, therefore, the Board's asserting jurisdiction in this matter will accomplish the purposes of the Act.

3. **Labor Organization Status:** The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act and seeks to represent certain employees of the Employer.

4. **Statutory Question:** 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.

5. **Unit Finding:** This case presents the issues of whether the Employer is an employer engaged in the construction industry and whether the Employer's permanent employees should be included in a unit with the temporary employees. As discussed more fully below, I conclude, based on the record before me and for the reasons more fully set forth below, that the Employer is an employer engaged in the construction industry, that the petitioned-for employees, with the exception of warehousemen, constitute an appropriate unit, and that the appropriate voter eligibility formula to be applied is the *Daniel/Steiny* formula.

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that the hearing was initially conducted under the Board's Rules and Regulations for representation cases applicable to petitions filed on and after April 30, 2012. On May 23, 2012, the Hearing Officer opened and closed the second hearing to receive Board Exhibit 5 (Employer's May 16, 2012 Motion to Vacate Regional Director's Decision), Board Exhibit 6 (Regional Director's May 16, 2012 Order Vacating Decision and Direction of Election and Second Notice of Representation), Board Exhibit 7 (the parties' May 18, 2012 Stipulation), and Board Exhibit 8 (Hearing Officer's Order dated May 23, 2012) and setting May 25, 2012, as the date for the filing of written briefs in this matter.

<sup>4</sup> *Daniel Construction Co.*, 133 NLRB 264 (1961), modified at 167 NLRB 1078 (1967), reaffirmed and further modified in *Steiny & Co.*, 308 NLRB 1323 (1992).

## A. The Employer's Operations

The Employer is a multi-national corporation which installs lighting systems in commercial and public facilities in various states throughout the United States and in various countries throughout the world. The Employer's operations are organized into geographical districts, one of which includes Arizona, Colorado, New Mexico, and Utah. Within these geographical districts, the Employer provides services to its customers, including the installation of new and retrofit lighting systems. The Employer advertises by its website that "Installation is done by [its] trained and certified technicians," and that the Employer offers "full maintenance services, from remote diagnostics and monitoring to field diagnosis and replacement of components." Among the services that the Employer provides are the removal of existing lighting fixtures, the installation of new lighting systems, the wiring of these new lighting systems, and the attachment of lighting fixtures to structures through the use of bolts, cabling, and screws. The Employer ensures that these fixtures comply with various local and state building codes, repairs existing fixtures, and provides maintenance of such items as the ballasts and lamps in the existing systems. The record shows that in many cases, including the instant case, the Employer engages subcontractors to perform various aspects of the installation of lighting fixtures and systems and serves as the general contractor for these installations. The Employer holds a C-2 Electrical Contracting license through the Nevada State Contractors Board.

The Union petitions for a unit of all full-time and regular part-time service technicians, lighting installers, and warehousemen employed by the Employer at its facility in Las Vegas, Nevada. The record reveals that this unit comprises all of the Employer's employees at its Las Vegas facility who are engaged in the installation or maintenance of lighting systems. The Employer asserts that it does not employ any warehousemen at its Las Vegas facility. Further, the Employer contends that the temporary employees who would be eligible under the *Daniel/Steiny* construction framework are unlike its permanent employees, and do not share a community of interest with them, because the temporary employees are primarily engaged in "project work," i.e., retrofitting all fixtures in a building, and have no reasonable expectation of recall, whereas the permanent employees could be deemed to be engaged more in the routine maintenance of existing fixtures with repeat customers.

The record shows that the Employer received a contract to perform extensive work on the lighting systems throughout the Clark County School District (CCSD) in Nevada from approximately early July 2011 to early January 2012. This contract involved the repair or replacement of approximately 102,000 ballasts and over 300,000 lamps throughout the school district. The contract required the Employer to replace lamp sockets that were damaged and unable to perform properly, and to perform dual switch and tandem wiring repairs as needed. The Employer employs installation employees in its Phoenix, Arizona location, but it was constrained by the contract with the CCSD to use only Nevada residents for the installation work on the CCSD project. Accordingly, the Employer hired approximately 40 Nevada applicants for the CCSD project, who were classified as Service Technicians and Lighting Installers.<sup>5</sup> The CCSD project as a whole was overseen by the Employer's Area Operations Manager from the Phoenix office, Mark Fishel. Two of the Employer's Project Coordinators,

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<sup>5</sup> Most of the Lighting Installers were later reclassified as "Laborers" at the direction of the CCSD.

Steve Wallen from the Employer's Denver office and Ron Argento from the Employer's Phoenix office, supervised the construction at the CCSD sites. Ronald Ritter, who supervises the permanent employees in Las Vegas, supervised the employees during the last weeks of the CCSD project.<sup>6</sup> In this project, the newly-hired employees performed such services as installing new ballasts into existing lighting fixtures and replacing old lamps; connecting wiring as appropriate; and, in some instances, replacing emergency lighting units. These services were subject to local building codes and to inspection by appropriate inspectors. Where inspection was not passed, employees performed corrections.

The record shows that the Employer had another contract with CCSD in late December 2011 and early January 2012, in which it replaced and installed lighting fixtures in gymnasiums. The Employer hired a subcontractor to perform the gymnasium work. In another project for Nye County, Nevada schools, the Employer retrofitted lighting in eight schools in November and December 2011. In that job, the Employer's employees from Phoenix replaced lamp ballasts, and installed fixtures for exterior wall packs and parking lot poles. Altogether, the record reflects that in the Las Vegas area the Employer has six to ten projects in a given month in which it uses either subcontractors or its own employees.

The record reflects that the employees on the longer-term CCSD project were paid according to the prevailing wage under the Davis-Bacon Act and that these employees were informed that the work was temporary. However, they were told at the time they were laid off that they should check the Employer's website, look for job postings, and apply for openings. The CCSD job ended in January 2012, and all of the employees used on that project were terminated at the end of the job. The record shows that there are other possible school projects within the CCSD for which the Employer may be hired.

At its Las Vegas facility, the Employer employs six permanent employees who primarily maintain the electrical fixtures of the Employer's existing customers, such as 7-11 and Wal-Mart. Their regular job involves traveling to the customers' facilities, inspecting fixtures, replacing lamps and ballasts where necessary, and performing minor, routine maintenance on the fixtures. Where more extensive electrical work is required, the permanent employee refers that work to the Employer who generally contracts with an outside electrician to perform the more extensive electrical repairs. The permanent employees in Las Vegas are supervised by Ronald Ritter. The record shows that there was at least one day when some of the Employer's permanent employees worked on the CCSD project with the temporary employees. The record is silent as to the wages and benefits of the permanent employees; however, neither the permanent employees nor the temporary employees receive benefits during their first 90 days of employment.

## **B. Legal Analysis and Determination**

### **1. The Employer is Engaged in the Construction Industry**

Although the Act does not define "construction industry" the Board has construed the term in a number of cases. See, e.g., *Carpet, Linoleum and Soft Tile Local Union No. 1247*

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<sup>6</sup> The parties stipulated, and the record shows, that Ritter is a statutory supervisor within the meaning of Section 2(11) of the Act.

(*Indio Paint*), 156 NLRB 952, 957 (1966) (“construction” includes work “providing labor and materials in connection with floor covering installations” and affirming the ALJ’s use of the definition of “construction” found in the 1957 edition of the Standard Industrial Classification Manual, which included “specialized construction activities such as plumbing, painting, electrical work, and carpentry” and “the installation of prefabricated building equipment and materials by general contractors and special trade contractors”); *U.S. Abatement, Inc.*, 303 NLRB 451, 456 (1991) (“construction” includes the removal of asbestos from a building undergoing renovation); *Zidell Explorations, Inc.*, 175 NLRB 887 (1969) (“construction” includes the dismantling of a missile site); *Fenix & Scisson, Inc.*, 207 NLRB 752, 754-55 (1973), enfd. 506 F.2d 1404 (7<sup>th</sup> Cir. 1974) (“construction” includes “the creation and development of subterranean caverns for the storage of petroleum products”).

The Employer contends that the employees in the petitioned-for unit installed nothing and built nothing and did nothing more than remove the lamp from its sockets or connect and disconnect wires attaching the ballast or socket. As a result, the Employer asserts that the work performed by those employees constitutes maintenance and service rather than construction work and any construction work is *de minimis*. The Employer cites to *Cajun Company*, 349 NLRB 1031, 1033 (2007), which found the application of the *Daniel/Steiny* formula appropriate where the employer, on a year-round basis, “performed more than a *de minimis* amount of construction work and its work patterns were comparable to a construction employer.” Contrary to the Employer’s contentions, the record in the instant case establishes that the Employer performs more than a *de minimis* amount of construction work on a year-round basis in that it is a licensed electrical contractor that installs and maintains lighting systems. Its work patterns in hiring temporary project employees are comparable to a construction employer where the record shows that it has hired temporary project employees for a job lasting nearly six months and who were told there was the possibility of being hired on again. These are not seasonal employees, as the Employer suggests, but more of an intermittent work force hired on an as-needed basis. Thus, the Employer’s reliance on *Dick Kelchner Excavating Co.*, 236 NLRB 1414 (1978), which involved seasonal employees, is not applicable to the instant case. The Employer also cites to *Davey McKee Corporation*, 308 NLRB 839 (1992), but that case is distinguishable because, unlike here, that employer had “no other ongoing construction projects within the geographical scope of the unit” and did not have such work under bid. Here, the record establishes that the Employer has six to ten projects per month where it uses either its own employees or subcontractors, and there is the possibility of work within the CCSD in the near future.

Accordingly, I find that the Employer is engaged in the construction industry during the performance of its installation and maintenance of lighting systems. The Employer’s statement in its brochure, “Installation is done by [its] trained and certified technicians,” and the further statement that it offers “full maintenance services, from remote diagnostics and monitoring to field diagnosis and replacement of components,” is an exposition of precisely the type of work defined by the Board as construction work. *Indio Paint*, supra at 957.

## **2. Appropriate Bargaining Unit**

When determining an appropriate unit, the Board delineates the grouping of employees within which freedom of choice may be given collective expression. At the same

time it creates the context within which the process of collective bargaining must function. Therefore, each unit determination must foster efficient and stable collective bargaining. *Gustave Fisher, Inc.*, 256 NLRB 1069 (1981). On the other hand, the Board has also made clear that the unit sought for collective bargaining need only be an appropriate unit. Thus, the unit sought need not be the ultimate, or the only, or even the most appropriate unit. *Overnite Transportation Co.*, 322 NLRB 723, 723 (1996). The Board has adopted this approach because “[t]here is typically more than one way to group employees for purposes of collective bargaining.” *CCI Constr. Co., Inc.*, 326 NLRB 1319, 1322 (1998) (citations omitted). Thus, when the Board considers bargaining unit issues, and specifically in the construction industry, the Board “look[s] first to the unit sought by the petitioner. If it is appropriate, our inquiry ends.” *Id.* (quoting *Dezcon, Inc.*, 295 NLRB 109, 111 (1989)).

“The cornerstone of the Board’s policies on appropriateness of bargaining units is the community-of-interest doctrine which operates to group together only employees who have substantial mutual interests in wages, hours, and other conditions of employment.” *In re Met Elec. Testing Co., Inc.*, 331 NLRB 872, 876 (2000). In determining whether the requisite community of interest among employees exists, the Board looks to factors including a common interest in wages, hours and other working conditions; common supervision; degree of skill and common functions; frequency of contact and interchange with other employees; and functional integration. See *Franklin Mint Corp.*, 254 NLRB 714, 716 (1981).

In applying the relevant case law to the facts, the record establishes that the petitioned-for unit is an appropriate bargaining unit. The weight of the evidence indicates that the permanent and temporary employees share a significant community of interest, including similar skills and functions, common grouping within the employer’s operation, occasional interaction, and, at times, common supervision. An important consideration in any unit determination is whether the proposed unit conforms to an administrative function or grouping of an employer’s operation. Thus, for example, generally the Board would not approve a unit consisting of some, but not all, of an employer’s production and maintenance employees. See, e.g., *Check Printers, Inc.* 205 NLRB 33 (1973). In this case, the unit sought by the Petitioner conforms to an administrative grouping of the Employer. The Employer’s list of current employees identifies one “Lighting Installer” and five “Service Technicians.” Likewise, the list of employees for the CCSD project includes a few “SLS Laborers,” two “Lighting Installers,” and approximately 30 “Service Technicians.” Moreover, there is significant overlap in the job duties of the permanent and temporary employees in that, aside from the laborers who move furniture and stage supplies, they all change lamps and ballasts. Evidence that employees perform the same basic function or have the same duties supports a finding of similarity of functions. See, e.g., *Casino Aztar*, 349 NLRB 603 (2007); *J.C. Penney Co., Inc.*, 328 NLRB 766 (1999); *Brand Precision Services*, 313 NLRB 657 (1994); *The Phoenician*, 308 NLRB 826 (1992).

Another community-of-interest factor is whether the employees in dispute are commonly supervised. See, e.g., *Executive Resources Associates*, 301 NLRB 400, 402 (1991); *NCR Corporation*, 236 NLRB 215 (1978). Common supervision weighs in favor of placing the employees in dispute in one unit. However, separate supervision does not mandate separate units. *Casino Aztar*, 349 NLRB at 607, fn 11. Here, the permanent and temporary employees had separate supervisors for much of the time the temporary employees

were on the CCSD job, but the supervisor of the permanent employees, Ronald Ritter, did supervise the CCSD project employees during the final month of the project.

The Employer contends that the petitioned-for unit is nothing more than an arbitrary grouping of employees. The cases cited by the Employer for this proposition are distinguishable. For instance, in *Alamo Rent-A Car*, 330 NLRB 897 (2000), the Board found that a petitioned-for unit that only included employees at two of four of the employer's facilities in the San Francisco area was not appropriate given that the degree of employee interchange and functional integration between the two facilities was indistinguishable from that of the four facilities. Likewise, in *Stormont-Vail Healthcare, Inc.*, 340 NLRB 1205 (2003), the Board found that the Regional Director erred by excluding registered nurses (RNs) in the employer's off-campus psychiatric facility, outlying clinics, and community nursing centers from the otherwise employer-wide multi-facility unit of RNs. Neither case is applicable here where no one is contending that the Petitioner's proposed unit has improperly excluded employees who should be included in the unit.

Based on these factors, I find that the permanent and temporary employees possess a sufficient community of interest to form an appropriate unit. I note that the Employer has represented that it does not employ warehousemen at its Las Vegas facility. Accordingly, I shall not include that classification in the unit found appropriate herein. Because the petitioned-for unit is otherwise an appropriate unit, I shall end my inquiry into the appropriate unit. *CCI Constr. Co., Inc.*, 326 NLRB at 1322.

### **C. Application of the *Daniel/Steiny* Formula**

In the construction industry, unless the parties agree otherwise, the *Daniel/Steiny* formula is used to determine the eligibility of employees to vote in a Board election when those employees have worked for the employer for a specified period of time under specific conditions, but who are not currently on the payroll of the employer. See *Signet Testing Laboratories, Inc.*, 330 NLRB 1, 1 (1999). Thus, eligible employees include individuals who have been employed in the construction industry for 30 days or more within the 12-month period preceding the eligibility date for the election, or if they have some employment in those 12 months and have been employed for 45 days or more within the 24-month period immediately preceding the eligibility date. The *Daniel/Steiny* formula excludes employees who have been terminated for cause or quit voluntarily prior to the completion of the last job for which they were employed. See *Steiny*, 308 NLRB at 1326.

Having found that the Employer is engaged in the construction industry, I direct that the *Daniel/Steiny* eligibility formula be applied to the election in this matter. The Board has determined that this formula is applicable in all construction industry elections. *Steiny*, 308 NLRB at 1327. In addition, the Board has held that this formula is to be applied where the employer performs more than a *de minimis* amount of construction work. *Turner Industries Group, LLC*, 349 NLRB 428 (2007). See also *Cajun Co.*, 349 NLRB at 1031. Moreover, the Board continues to hold that the *Daniel/Steiny* eligibility formula shall be utilized in all construction industry elections unless the parties specifically stipulate not to use it. *Steiny*, 308 NLRB at 1328, fn. 16; *Signet Testing Laboratories*, 330 NLRB at 1. The record in this

matter shows that the parties have not stipulated or otherwise agreed that the *Daniel/Steiny* formula will not be used in the conduct of the election.

Accordingly, based upon the foregoing and the record as a whole, I find that the following employees of the Employer constitute a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time service technicians and lighting installers employed by the Employer at its facility located in Las Vegas, Nevada, but excluding all other employees, guards and supervisors as defined in the Act.

### **DIRECTION OF ELECTION**

I direct that an election by secret ballot be conducted in the above unit at a time and place that will be set forth in the notice of election that will issue soon, subject to the Board's Rules and Regulations.<sup>7</sup> The employees who are eligible to vote are those in the unit who are employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In addition, all employees who have been employed for a total of 30 working days or more within the 12-month period immediately preceding the eligibility date for the election, or have had some employment in those 12 months and have been employed 45 working days or more within the 24-month period immediately preceding the eligibility date, are also eligible. 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. Also eligible are those in military services of the United States Government, but only if they appear in person at the polls. Employees in the unit are ineligible to vote if they have quit or been discharged for cause since the designated payroll period; if they engaged in a strike and have been discharged for cause since the strike began and have not been rehired or reinstated before the election date; and, if they have engaged in an economic strike which began more than 12 months before the election date and who have been permanently replaced. All eligible employees shall vote whether or not they desire to be represented for collective-bargaining purposes by:

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<sup>7</sup> Employers shall post copies of the Board's official Notice of Election in conspicuous places at least 3 full working days prior to 12:01 a.m. of the day of the election. The notices shall remain posted until the end of the election. The term "working day" shall mean an entire 24-hour period excluding Saturday, Sundays, and holidays. A party shall be estopped from objecting to non-posting of notices if it is responsible for the non-posting. An employer shall be conclusively deemed to have received copies of the election notice for posting unless it notifies the Regional Office at least 5 days prior to the commencement of the election that it has not received copies of the election notice. Section 103.20 (c) of the Board's Rules is interpreted as requiring an employer to notify the Regional Office at least 5 full working days prior to 12:01 a.m. of the day of the election that it has not received copies of the election notice. Failure to post the election notices as required herein shall be grounds for setting aside the election whenever proper and timely objections are filed under the provisions of Section 102.69(a).

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 357, AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

**LIST OF VOTERS**

In order to ensure that all eligible voters have the opportunity to be informed of the issues before they vote, all parties in the election should have access to a list of voters and their addresses that 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, I am directing that within seven (7) days of the date of this Decision, the Employer file with the undersigned, two (2) copies of election eligibility lists containing the full names and addresses of all eligible voters. The undersigned will make this list available to all parties to the election. *North Macon Health Care Facility*, 315 NLRB 359 (1994). In order to be timely filed, the undersigned must receive the list at the National Labor Relations Board Resident Office, 600 Las Vegas Boulevard South, Suite 400, Las Vegas, Nevada, 89101, on or before June 7, 2012. No extension of time to file this list will be granted except in extraordinary circumstances. The filing of a request for review shall not excuse the requirements to furnish this list.

**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, DC 20570-0001. This request must be received by the Board in Washington by June 14 2012. The request may be filed electronically through E-Gov on the Agency's website, [www.nlr.gov](http://www.nlr.gov),<sup>8</sup> but may not be filed by facsimile.

Dated at Phoenix, Arizona, this 31<sup>st</sup> day of May 2012.

/s/ Cornele A. Overstreet  
Cornele A. Overstreet, Regional Director  
National Labor Relations Board  
Region 28  
2600 North Central Avenue, Suite 1400  
Phoenix, AZ 85004

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<sup>8</sup> To file the request for review electronically, go to [www.nlr.gov](http://www.nlr.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 that heading. A page then appears describing the E-Filing terms. At the bottom of this page, check 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 document 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 web site, [www.nlr.gov](http://www.nlr.gov).