

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region 21

FIRST STUDENT, INC.

Employer

and

Case 21-RC-089564

UNITED TRANSPORTATION UNION,  
AFL-CIO

Petitioner

**DECISION AND DIRECTION OF ELECTION**

On September 19, 2012, United Transportation Union, AFL-CIO, herein called the Petitioner, filed a petition seeking an election in a bargaining unit consisting of certain employees of First Student, Inc., herein called the Employer. Specifically, the Petitioner seeks a unit including: All full-time and regular part-time school bus drivers employed by the Employer under the Los Angeles County Office of Education (LACOE) contract at its facility located at 14800 South Avalon Boulevard, Gardena CA; excluding all other employees, office clerical employees, professional employees, mechanics, shop managers, dispatchers, guards, employees represented by other labor organizations, and supervisors as defined in the Act.

The Employer contends that the petitioned-for unit is not an appropriate unit because it does not include the unrepresented bus drivers who drive under other contracts at its facility, specifically the Los Angeles Unified School District (LAUSD), Green Dot Public Schools (Green Dot), and the Redondo Beach Unified School District (Redondo), who share a community of interest with the petitioned-for employees.

On September 28, 2012, a hearing in this matter was held before a hearing officer of the National Labor Relations Board, herein called the Board, and the parties thereafter filed briefs. Pursuant to the provisions of Section 3(b) of the National Labor Relations Act (herein called the Act), the Board has delegated its authority to the undersigned.

**I. THE ISSUES**

The sole issue to be determined herein is whether the Employer has met its burden under *Specialty Healthcare & Rehabilitation Center of Mobile*, 357 NLRB No. 83 (Aug. 26, 2011) of demonstrating that the employees excluded from the petitioned-for unit share an overwhelming community of interest with the included employees so as to compel a finding that any appropriate unit must include them.

**II. SUMMARY AND CONCLUSION**

Based on the record, the post-hearing briefs of the parties, and the evidence as a whole, I find the petitioned-for unit is not an appropriate unit, and that the following is an appropriate unit within the meaning of the Act:

All full-time and regular part-time school bus drivers employed by the Employer at its facility located at 14800 South Avalon Boulevard, Gardena, California: excluding all other employees, office clerical employees, professional employees, mechanics, shop managers, dispatchers, guards, employees represented by other labor organizations, and supervisors as defined in the Act.

An election shall be directed in the appropriate unit. The Petitioner has stated it wishes to proceed to an election in a unit that might differ from that which it was seeking in its original petition.

### III. THE FACTS

#### A. The Employer's Operations

The Employer operates a transportation facility in Gardena, California, where it furnishes student transportation for school districts.<sup>1</sup> The physical plant consists of a yard with parking slots for the various-sized buses and vans, a main building with offices and dispatch, a drivers' building with a break room, and a shop/maintenance building.

On-site supervision consists of a location manager, a safety manager, and three dispatchers who supervise all the employees at this facility. The supervisory status of these employees, and hence their exclusion from the unit, is not disputed. The 7 mechanics and 2 fuelers who work in maintenance are currently represented by the International Association of Machinists, and are not at issue herein. The clericals and payroll clerk who work in the office are excluded by stipulation.

The Employer employs about 227 drivers at this facility who serve several school districts under contract with the Employer. Approximately 22 of those drivers work under contracts with the Long Beach Unified School District (LBUSD) and two small private school districts (Chadwick Schools and Brethren Christian School) and are represented by United Brotherhood of Teamsters Local 972, and therefore are not at issue herein.<sup>2</sup>

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<sup>1</sup> The parties stipulated at the hearing that the Employer, a Florida corporation, with a principal office in Cincinnati, Ohio, and a transportation facility located at 14800 south Avalon Boulevard, Gardena, California, the only facility involved herein, is engaged in providing student transportation for school districts. The parties further stipulated that during the past 12 months, a representative period, the employer derived gross revenues in excess of \$250,000 from the operation of its transportation facility and, during the same period of time, purchased and received goods valued in excess of \$5,000, which goods were shipped directly to the Employer's Gardena, California facility from points located outside the state of California.

<sup>2</sup> Apparently, both Teamsters 572 and IAM were advised of the filing of this petition, but elected not to intervene in this proceeding.

The remaining approximately 205 drivers who are not presently represented by another labor organization are disbursed among the Employer's contacts as follows:

- Los Angeles County Office of Education (LACOE) : about 101 drivers presently covering 68 routes;
- Los Angeles Unified School District (LAUSD): about 86 drivers presently covering 69 routes;
- Green Dot Public Schools (Green Dot): about 7 drivers; and
- Redondo Beach Unified School District (Redondo): about 5 drivers.<sup>3</sup>

Although the Employer has had contracts with all of these school districts for nearly 10 years, this facility was originally only for LAUSD drivers: the other contract drivers were integrated into this facility about 2 years ago when their respective facilities were downsized.

All drivers, regardless of which contract they service, report daily to the Employer's dispatch office at the Gardena facility where the buses are kept. All drivers complete a Daily Bus Report that indicates sign-in time, the time they left the yard, the time of their first pick up, and hours and mileage throughout the day until the last stop. Copies of these reports are sent by the Employer to the respective school districts to support the Employer's billing, with the exception of LACOE which sets its own routes as noted below.

Since the students transported by Employer's drivers are both special-needs and "regular-use" riders, the Employer maintains a fleet of several styles, sizes, and configurations of buses and vans to accommodate them. These range in size, from smallest to largest, as follows:

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<sup>3</sup> These numbers are estimates and may or may not reflect any drivers currently on layoff or otherwise absent.

- 20-passenger vans (walk-on passengers only)
- Wheelchair vans (accommodates 3 wheelchairs and 10 walk-on passengers)
- Conventional or mid-size buses (accommodates 41 walk-on passengers and represents the majority of the Employer's fleet)
- Mid-size wheelchair buses (accommodates 5 wheelchairs and 22 walk-on passengers)
- Type 1, 40-foot buses ( accommodates 78-84 walk-on passengers)

It should be noted that walk-on passengers may also be special-needs students who do not utilize wheelchairs.

The Employer estimates that, in addition to its regular-use passengers, it services about 2800 special-needs students throughout its routes: drivers who service the LACOE contract transport solely special-needs students, while the LAUSD, Green Dot, and Redondo drivers each transport some. Consequently, most of the wheelchair vans and buses are utilized by the LACOE drivers. The bulk of the mid-size, walk-on buses, and only one wheelchair van, are assigned to the LAUSD drivers. The drivers for the Green Dot contact are assigned two wheelchair vans, two conventional buses and two wheelchair buses, while the drivers for the Redondo contact have five 20-passenger walk-on vans.

#### B. Routes

The LACOE contract presently covers about 69 routes. Route assignments for the drivers who service the LACOE contact are determined by LACOE, since all of their students are special-needs passengers and thus, need to be taken door-to-door. That is, they are picked up

and returned to their homes, rather than at established bus stops utilized by the regular-use passengers transported by LAUSD, Green Dot, and Redondo.<sup>4</sup>

Also, inasmuch as all of the LACOE students are special-needs passengers, LACOE provides aides to accompany them and deal with behavior issues that might compromise rider safety or otherwise distract the driver. Thus, each van or bus operated by the Employer for LACOE has one or two aides who must also be picked up at arranged spots by the drivers. The LAUSD contract drivers have fewer special needs passengers and thus may use only 4-5 aides a year on their routes: these aides are presumably provided by the LAUSD and must be picked up by the drivers. The drivers for Green Dot and Redondo school districts do not utilize aides on their routes.

LAUSD, which has about 68 routes, also determines the routes for Employer's drivers assigned to its contract. Moreover, these drivers must regularly report to LAUSD's supervisors to be advised of any amendments or additions to their scheduled routes, including regular extracurricular duties like field trips or football games for which buses are needed. This may occur as often as 90 or 100 times a week, and LAUSD contacts the drivers directly, who then advise the employer's dispatchers of these extra assignments.<sup>5</sup>

With regard to the Green Dot and Redondo contracts, the Employer prepares their routes utilizing a special software program based on the number of students, locations, etc., and then sends a proposal to the respective school district for approval. The number of routes driven

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<sup>4</sup> As noted above, the LAUSD, Green Dot, and Redondo contracts do have some special-needs students, but the majority of the passengers are regular users.

<sup>5</sup> Drivers for LACOE may also have extra trips, but only about four to five a week. Such extracurricular trips are rare for the Green Dot and Redondo drivers, although they may occur about once a week. Also, the special trips for LACOE, Green Dot, and Redondo are usually scheduled in advance and not through the respective drivers.

under these contracts is not known, but is obviously substantially less than the ones for LACOE and LAUSD, given the small number of drivers.

All drivers, regardless of which contract they service, may bid annually for routes, which are awarded based on availability, driver seniority, and to some extent, driver preference. However, the LAUSD drivers have their own bid process, for reasons explained more fully below; and a separate seniority list from LACOE, Green Dot, and Redondo. Thus, if a driver driving for LAUSD wished to bid for a route with one of the other contractors, that driver would lose his or her seniority with LAUSD and go to the bottom of the list. The same would pertain for a driver for another contractor bidding for a LAUSD slot. The LACOE, Green Dot, and Redondo drivers are all on the same seniority list, and may bid for open slots with any of these contractors without loss of seniority.

It is rare for there to be transfer between the two seniority lists due to different certification and training requirements discussed below, but it does occasionally occur. As noted below, the LAUSD drivers must obtain a special “Board Badge” issued by the LAUSD after an additional written exam. Drivers who do not have this badge cannot drive for LAUSD, and thus those who drive under the other contracts may not readily transfer. On the other hand, LAUSD drivers can, and do, substitute for the LACOE, Green Dot, and Redondo drivers – this occurs maybe two or three times a year.

### C. Drivers’ Application Process and Training

All new drivers for the Employer follow the same initial application process. After completion of a standard form, applicants are interviewed by the Location Manager and Safety Manager. Thereafter, the Employer conducts a background review, criminal record check,

driving record, and English competency. All applicants must have a C-class driver license allowing them to drive a motor vehicle, and then complete 20 hours of in-house training for the Department of Motor Vehicle (DMV) Class B bus license. After passing that written exam, the drivers then receive 25 hours of behind-the-wheel training conducted by the California Highway Patrol (CHP) in order to receive the Class B license and a valid school bus certificate. All drivers are then evaluated annually by the Employer's Safety Manager and receive on-the-road training. Most of the Employer's training is performed by two instructors, who are also drivers employed by the Employer, and are certified by the CHP and DMV in Sacramento.

In addition to the foregoing, all drivers, regardless of which contract they drive under, receive basic special-needs training in the use of the wheelchair lifts and securement procedures. This is required because any driver under any contract can have special-needs passengers on any given day.

Inasmuch as the drivers under the LACOE contract transport only special-needs students, they receive some additional training focusing on potential behavioral issues, special tie-down procedures, special child seats, and the like. This additional training consists of a 2-hour video and field training, and is repeated annually for these drivers.

As noted above, drivers under the LAUSD contract must obtain a special "Board Badge" based on an extra 20 hours of classroom training and review of orientation materials prepared by LAUSD. These drivers must also take an exam administered by LAUSD at its main Los Angeles office that consists of about 50 questions, of which a driver may only miss six in order to receive the special "Board Badge."

Occasionally, a driver cannot pass the driving or skills test required for the larger Type-1 buses, and may then be restricted to the conventional buses. These “restricted drivers” can still work under any contract since all of them utilize the smaller, conventional 40-passenger buses, but just cannot bid on any Type-1 big bus route.

D. “Cover” Drivers

Each school district contract described above apparently requires a certain percentage of “cover” drivers, who are not assigned regular routes under a given contract, but rather fill-in for drivers who are on vacation or otherwise unavailable. The cover drivers report to the employer’s facility daily, but do not have fixed routes like the regular drivers.

As noted above, the LAUSD contract has its own cover drivers because of the need for the special “Board Badge.” LAUSD cover drivers may substitute for any other driver, and the LACOE, Green Dot, and Redondo drivers can cover for one another.

E. Wages and Benefits:

All drivers at this facility, regardless of which contract they driver under, are subject to the same wage scale as determined by Employer’s corporate office and based largely on seniority. All drivers are guaranteed 5 hours pay per day regardless of how long their assigned shift takes. There is no premium or special pay for working with special-needs students.

The cover drivers described above are also guaranteed minimum hours by virtue of their being on stand-by status: the LACOE, Green Dot, and Redondo cover drivers are guaranteed 6 hours a day, and the LAUSD cover drivers are guaranteed 7 because they have more late runs

and special assignments. The cover drivers also receive some differential pay, with the LACOE, Green Dot, and Redondo drivers receiving an additional 50 cents-per-hour, and the LAUSD drivers receiving 75 cents.

All drivers, regardless of which contract they drive under, receive the same benefits from the Employer, including a Section 401(k) plan with contributions from the Employer. Paid holidays are determined by the school calendars of the respective school districts and may vary, but generally the LACOE, Green Dot, and Redondo drivers get six paid holidays per year, and the LAUSD drivers get five.

All drivers, regardless of which contract they drive under, also engage in certain non-revenue work, including cleaning the inside of their buses, transferring buses from one yard to another, and performing clerical work. Such extra work is generally assigned based on driver seniority within each contract group.

All drivers, regardless of which contract they drive under, are subject to the same national Employee Handbook which describes Employer's employment practices, wages, benefits, company rules, rules and regulations, and driver standards and training. The Handbook, which is updated annually, is distributed to all new and current drivers, who must acknowledge receipt thereof. There is no "local" handbook specific to this facility.

LAUSD requires the drivers under their contract to read additional orientation materials as required to obtain the special "Board Badge" described above. These additional materials, which are apparently rather voluminous, contain directions on the loading and unloading of passengers, route schedules, passenger management, safety, and school district practices.

F. Miscellaneous Terms and Conditions of Employment

All drivers, regardless of which contract they drive under, wear the same uniform consisting of navy pants and a blue shirt with the First Student badge: the uniforms are provided by the Employer and maintained by each employee.

All the buses are identified by the First Student logo on the side of the bus, regardless of the bus size, configuration or contract. The 20-passenger special-needs vans are required to have air conditioning. All drivers utilize 2-way radios to report route delays or accidents: the LACOE, Green Dot, and Redondo drivers share one frequency and the LAUSD drivers have their own.

All drivers at this facility, regardless of which contract they drive under, are required to attend five mandatory monthly in-service meetings per year, and may attend additional meetings on a voluntary basis if they wish.

**IV. ANALYSIS**

The Board's recent decision in *Specialty Healthcare & Rehabilitation Center of Mobile*, 357 NLRB No. 83 (August 26, 2011), sets forth the principles that apply in cases like this one, in which a party contends that the smallest appropriate bargaining unit must include additional employees beyond those in the petitioned-for unit.

As explained in *Specialty Healthcare*, supra, the Board first assesses, as in the usual case, whether the petitioned-for unit is an appropriate bargaining unit: the "employees in the petitioned-for unit must be readily identifiable as a group and the Board must find that they share a community of interest using the traditional criteria." *Id.*, slip op. at 11 fn. 25.

If the petitioned-for unit meets that standard, the burden is on the proponent of a larger unit to demonstrate that the additional employees it seeks to include share an “overwhelming community of interest” with the petitioned-for employees, such that there “is no legitimate basis upon which to exclude certain employees” from the larger unit because the traditional community-of-interest factors “overlap almost completely.” *Id.*, slip op. at 11-13, and fn. 28 (quoting *Blue Man Vegas, LLC v. NLRB*, 529 F.3d 417, 421-2 (D.C. Cir. 2008)).

Applying this framework to the instant facts, I find that the Employer has carried its burden of showing that the other bus drivers of the Employer (excluding those already represented by other labor organizations) share an overwhelming community of interest with the drivers who drive under the LACOE contract and should therefore be included in an appropriate unit.

In this regard, I note that according to *Specialty Healthcare, supra*, the petitioned-for unit that excludes all other drivers is a “fractured” unit, in that it seeks representation in “an arbitrary segment” of what would be an appropriate unit. *Odwalla, Inc.*, 357 NLRB No. 132 (December 9, 2012); *Pratt & Whitney*, 327 NLRB 1213, 1217 (1999). The Board has long held that it will not approved fractured units, that is, “combinations of employees that ... have no rational basis.” *Seaboard Marine*, 327 NLRB 556, 4556 (1999).

First, the petitioned-for unit does not track any lines drawn by the Employer, such as classification, department, or function. Rather, the basic requirements for all drivers are the same: a safe driving record, no criminal background, and the attainment of a Class B license through additional testing and training. Moreover, it is undisputed that all drivers at the Employer’s facility share the same yard, the same supervisors, the same Employee Handbook

containing work rules and practices, the same benefits, and virtually the same hourly wages. All of them are qualified to drive any of the buses or vans utilized by the Employer, although some require special credentials to drive for LAUSD.

In this regard, the Petitioner argues that the petitioned-for LACOE drivers are distinct because they transport only special-needs students and thus presumably must be more adept at handling the specialized equipment and behavioral issues of those students. However, the record shows that any of the contracts may include special-needs students, and that all drivers – not just the LACOE drivers – receive training on the requisite equipment.

Petitioner further argues that LAUSD drivers have a different “skill set” from the petitioned-for drivers and thus, do not share a community of interest with them. While the record shows that the LAUSD drivers must obtain a special “Board Badge”, there is no evidence that any driver cannot take the additional written test and thus obtain such a badge, or that any special experience or advanced degree is required. Petitioner also argues that the LAUSD drivers are subject to different rules and policies than the other drivers by virtue of having to review the LAUSD manual provided to them. However, the record confirms that all Employer’s drivers at this facility are subject to the same rules and regulations as set forth in the Employer’s Employee Handbook, and no specific examples of different terms and conditions were described in the record. Rather, the LAUSD materials were described as “orientation” materials and there was no suggestion that they superseded any of the Employer’s rules.

Likewise, the Petitioner’s assertion that the LAUSD drivers receive more pay than other drivers is not fully supported by the record. Rather, the evidence at the hearing was that the cover drivers for the LAUSD – about 10 percent of the drivers under this particular contract –

receive 25 cents an hour more than the cover drivers for LACOE, based in part on the greater number of extra-curricular assignments for the LAUSD drivers. This slight distinction for a small subgroup of the drivers is not sufficient to rebut the otherwise overwhelming community of interest shared among all the drivers. Further, the fact that the LAUSD drivers received one less paid holiday per year, based on the LAUSD school calendar, is a *de minimus* distinction.

Finally, Petitioner urges that the maintenance of separate seniority lists for the LAUSD drivers and LACOE drivers essentially prevents any interchange between the two groups, and thus argues against the overlapping interests required to have them in the same bargaining unit. However, the evidence shows that the LAUSD drivers can, and occasionally do, substitute for the drivers under the LACOE, Green Dot, and Redondo contracts. The ability to permanently transfer from one group to another is not necessary to show a community of interest where one group can and does perform the work of another group, albeit on a temporary basis. As noted above, while a LACOE driver must obtain the necessary Board Badge to drive under the LAUSD contract, there is no evidence to suggest that a driver who desires to transfer would not be able to take the additional written exam and thus be qualified.

Notwithstanding the differences pointed out by Petitioner to support the exclusion of the other drivers, and not to belittle or minimize the responsibilities inherent on the drivers when caring for and transporting special-needs students, the primary duties of all the Employer's drivers at this facility is to transport passengers in buses. In this regard, the common traits shared in the performance of these duties more than mitigates the differences in specialized training and credentialing required by Employer's customers and shows that all drivers of the Employer share an overwhelming community of interest so that the LAUSD, Green Dot, and Redondo drivers cannot rationally be excluded from an appropriate unit.

## V. CONCLUSION

Based on the evidence and the entire record, I find that the following is an appropriate unit and I shall direct an election in this unit:

All full-time and regular part-time school bus drivers employed by the Employer at its facility located at 14800 South Avalon Boulevard, Gardena, California: excluding all other employees, office clerical employees, professional employees, mechanics, shop managers, dispatchers, guards, employees represented by other labor organizations, and supervisors as defined in the Act.

There are approximately 205 employees in the Unit.<sup>6</sup>

### DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. The employees will vote whether or not they wish to be represented for purposed of collective bargaining by the **United Transportation Union, AFL-CIO**. The date, time, and place of the election will be specified in the notices of election that the Board's Regional Office will issue subsequent to the Decision.

#### A. **Voting Eligibility**

Eligible to vote in the election are those in the unit who were employed during the payroll period ending immediately before the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been

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<sup>6</sup> Inasmuch as I have found a unit different than that requested by the Petitioner, in accordance with established Board practice, I shall allow the Petitioner ten (10) days from the date of the Decision and Direction of Election in which to perfect its 30-percent showing of interest in the Unit. In the event the Petitioner does not establish a proper showing of interest in the Unit within a 10-day period, I shall dismiss the petition unless it is withdrawn. Should the Petitioner not wish to participate in an election in the unit found appropriate herein, it may withdraw its petition, without prejudice, by giving notice to that effect to the Regional Director within ten (10) days from the date of this Decision and Direction of Election.

permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

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

**B. Employer to Submit List of Eligible Voters**

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

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

election, only after I shall have determined that an adequate showing of interest among the employees in the unit found appropriate has been established.

To be timely filed, the list must be received in the Regional Office on or before **October 31, 2012**. No extension of time to file this list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list.

Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted to the Regional Office by electronic filing through the Agency's website, [www.nlr.gov](http://www.nlr.gov),<sup>7</sup> by mail, or by facsimile transmission at (213) 894-2778. The burden of establishing the timely filing and receipt of the list will continue to be placed on the sending party.

Since the list will be made available to all parties to the election, please furnish a total of **four** copies of the list, unless the list is submitted by facsimile or e-mail, in which case only **one** copy need be submitted. If you have any questions, please contact the Regional Office.

### **C. Notice of Posting Obligations**

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices of Election provided by the Board in areas conspicuous to potential voters for at least 3 working days prior to 12:01 a.m. of the day of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed.

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<sup>7</sup> To file the eligibility list electronically, go to [www.nlr.gov](http://www.nlr.gov) and select the **Cases & Decisions** tab. Then click on the **File Case Documents** link on the menu, and follow the detailed directions.

Section 103.20(c) requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so stops employers from filing objections based on nonposting of the election notice.

### **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 14<sup>th</sup> Street, N.W., Washington DC 20570-0001. This request must be received by the Board in Washington by **November 7, 2012**. The request may be filed electronically through the Agency's website, [www.nlr.gov](http://www.nlr.gov),<sup>8</sup> but may not be filed by facsimile.

DATED at Los Angeles, California, this 24<sup>th</sup> day of October, 2012.

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/s/William M. Pate, Jr.  
Acting Regional Director, Region 21  
National Labor Relations Board

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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 **Cases and Decisions** tab. Then click on the **File Case Documents** link on the menu and follow the detailed instructions. Guidance for E-filing is contained in the attachment supplied with the Regional Office's initial correspondence on this matter and is also located on the Agency's website, [www.nlr.gov](http://www.nlr.gov).