

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 5

ELITE PROTECTIVE SERVICES, INC.

Employer

and

Case 05-RC-105867

UNION RIGHTS FOR SECURITY OFFICERS

Petitioner

and

UNITED UNION OF SECURITY GUARDS,
LOCAL 555 SPFPA

Intervenor

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, by the Union Rights for Security Officers, a hearing on the petition was held on June 3, 2013 before a hearing officer of the National Labor Relations Board. The Employer, Petitioner, and Intervenor all appeared at the hearing.

I. ISSUE

Intervenor, United Union of Security Guards, Local 555 SPFPA (hereinafter “Intervenor”) raised one issue in this proceeding: whether the petitioned-for unit of security guards at one location is an appropriate unit for bargaining. Petitioner, Union Rights for Security Officers (hereinafter “Petitioner”) seeks to represent security guards in the following unit at a single location serviced by the Employer:

All full-time and regular part-time security officers and sergeants employed by the Employer at its worksite located at U.S. Department of Treasury, Prince George's Plaza II, 3700 East West Highway, Hyattsville, Maryland and excluding all supervisors, managerial employees, office clerical employees, and professional employees as defined by the Act.¹

II. POSITIONS OF THE PARTIES

The Petitioner seeks to represent security guards employed by the Employer at one worksite, the U.S. Department of Treasury, Prince George's Plaza II, 3700 East West Highway, Hyattsville, Maryland (hereinafter "PG II"). The Intervenor contends that the petitioned-for unit is inappropriate and the petition should be dismissed because it seeks to disturb an established multi-facility bargaining unit. The Employer did not take a position during the proceeding, but refuses to recognize the Petitioner as the exclusive bargaining representative of the unit at issue until such time that it is certified as the representative by the National Labor Relations Board.

III. CONCLUSION

For the reasons that follow in this Decision, and after careful consideration of the entire record of evidence and the Petitioner's and Intervenor's post-hearing briefs, I find that the petitioned-for single unit of full-time and regular part-time security guards and sergeants at PG II is not appropriate. Rather, I find that the appropriate unit is the existing unit consisting of security officers and sergeants at the Employer's PG II

¹ The Petitioner originally petitioned for a unit that also excluded sergeants employed by the Employer at its PG II location. During the hearing, the petition was amended to include all full-time and regular part-time sergeants at that location. I find that the amendment does not constitute a new petition, as the record evidence demonstrates that sergeants were contemplated by and identified with reasonable accuracy in the original petition for "all full-time and part-time regular contract officers" employed at PG II. Additionally, there is no evidence suggesting that the inclusion of the sergeant position substantially enlarges the character or size of the unit or the number of employees covered. Accordingly, the amendment does not alter the filing date of the original petition in this case and raises no contract bar issues. See *Brown Transport Corp.*, 296 NLRB 1213 (1989) (citing *Centennial Development Co.*, 219 NLRB 1284, 1285 (1975)); *Postash Co. of America*, 88 NLRB 234, 237 (1950).

location and its worksite located at the Center for Disease Control, 3311 Toledo Road, Hyattsville, Maryland (hereinafter “PG IV”). Inasmuch as the Petitioner indicated it was willing to proceed to an election in any unit I found appropriate, I shall direct an election in the two-location unit found appropriate.²

IV. FACTS

A. The Employer’s Business Operation

The Employer provides armed guard services to the United States government at various locations in Washington, D.C. and the State of Maryland. The Employer’s corporate office is located in Wheaton, Maryland. The Employer’s corporate facility houses the offices of the Employer’s president and vice president; the Employer’s administrative operations including clerical, payroll, and scheduling; and the Employer’s training and certifications operations.

The Employer provides its services to the United States government pursuant to various federal contracts it holds with certain contracting agencies. This case concerns armed guard services the Employer provides pursuant to a single multi-facility contract the Employer holds with the Federal Protective Services, a branch of Homeland Security. The contract covers approximately 7 to 10 facilities, including PG II and PG IV.

PG II and PG IV are located within a quarter mile of each other. According to the Employer’s vice president, Michael Katz (hereinafter “Katz”), the facilities are separated by a single road and within a 2 to 4 minute walk of each other.

Since at least December 1, 2006, all full-time and regular part-time security officers employed by the Employer at the PG II and PG IV locations have been included

² I am administratively satisfied the Petitioner has a sufficient showing of interest to warrant an election in the unit found appropriate.

in a single bargaining unit. International Union, Security, Police and Fire Professionals of America (SPFPA) was the bargaining representative for the unit until United Union of Security Guards (UUSG) was certified as the exclusive bargaining representative in November 2009.³ Thereafter, UUSG and the Employer executed a collective-bargaining agreement effective by its terms from July 31, 2010 to July 30, 2013.

At the time of the hearing, there were approximately 58-60 employees working at the two locations covered by the collective-bargaining agreement. Approximately 34 employees work at the petitioned-for PG II facility.

B. Supervision and Control Over Labor Relations

The Employer employs two area directors, also referred to by their rank of “Major.” They are Dennis White and Major Quaye. Major White works out of the Employer’s corporate office. The record is silent regarding Major Quaye’s usual place of work.⁴ Majors White and Quaye are responsible for overseeing the Employer’s field operations, including PG II and PG IV. Majors White and Quaye report to the Employer’s vice president Michael Katz, who works at the corporate office.

Each of the Employer’s jobsites is supervised by one or more site supervisors. In this case, PG II has a full-time day supervisor and a part-time evening supervisor. PG IV has only a full-time day supervisor. The site supervisors report to Majors White and Quaye. The site supervisors are responsible for monitoring employees and training employees at their respective site locations. Despite their close geographic proximity, there is no cross-supervision between PG II and PG IV. Site supervisors have authority

³ SPFPA and the Employer executed a collective-bargaining agreement for this unit effective by its terms from December 1, 2006 to January 31, 2010.

⁴ In its post-hearing brief, Intervenor states that both Majors work out of the Employer’s corporate office.

to recommend discipline of the employees at their sites by recording the infraction and submitting a recommended course of action to Majors White or Quaye. Upon receipt of a supervisor's recommendation of disciplinary action, Majors White and/or Quaye conduct an investigation into the matter. At the conclusion of their investigation, they submit their findings to Katz, who makes the final disciplinary decision. The Employer utilizes this same process for promotions, transfers, and discharges as well.

The Employer's policies on interviewing, hiring, discharges, promotions, transfers, and layoff are generally established by Katz. All hiring decisions for guards are centrally made at the Employer's corporate office by Major White. Katz and the Employer's owner, Mrs. Kaufman, together set policies applicable to the Employer's guards. Since 2006, Katz negotiated two successive collective-bargaining agreements covering the employees at PG II and PG IV in a single bargaining unit.

The Employer maintains a central payroll system, which covers all of its employees, including those at PG II and PG IV. Site supervisors have no role in determining employee wages or in running payroll. However, the record shows that occasionally, as a courtesy, site supervisors for PG II or PG IV pick-up paychecks for one another at the Employer's corporate office and deliver them to the appropriate site. The site supervisor then delivers the paychecks to the guards on his/her specific site.

The Employer, at its corporate facility, provides training for annual certifications to its guards. According to Katz, some site supervisors may also provide minimal site-specific training to the guards on-site. The record does not reflect the type, length, and duration of the site-specific training at any of the Employer's worksites.

The Employer also conducts its own background investigations of employees prior to hire and job assignment. In this case, the Employer conducted independent background investigations of its guards at PG II and PG IV. However, the guards located at the U.S. Department of Treasury facility (PG II) are required, by the Treasury, to undergo a separate background investigation.

C. Employee Skills, Functions, and Working Conditions

Generally, the Employer's guards at PG II and PG IV have the same job duties: protecting facility entrances, weapons search/inspection, person identification, and roving. Upon hire, all of the Employer's guards receive the same training: 64-hour basic training; 40-hour weapons training; baton training; OC spray; certain medical training including CPR, and first-aid; and x-ray magnetometer. The guards must also obtain shooting range qualification, which is verified by the Federal Protection Service. The guards must occasionally be retrained and recertified in the named areas in order to remain employed by the Employer. The Employer retrains and recertifies the guards centrally at its corporate headquarters.

All of the security officers working at the Employer's PG II and PG IV sites are covered included in a single bargaining unit under the collective-bargaining agreement between the Employer and the Intervenor. Accordingly, employees at both sites have uniform wages, health and welfare allowances, retirement allowances, personal and sick leave benefits, unpaid leave benefits, vacation, and holidays.⁵ The record shows that there is a cafeteria and credit union located at the PG II worksite, while the PG IV location has neither.

⁵ The Employer's guards are paid according to a single wage schedule that does not differentiate between sites. According to that schedule, the Employer's sergeants earn more per hour than its armed guards.

The Employer employs mostly full-time and a few part-time guards at its PG II and PG IV locations. The guards generally work an 8-hour shift, although they may also work a 12-hour shift depending on the needs of the post to which they are assigned.⁶ The guards at each location wear the same uniforms provided by the Employer. All of the guards receive a uniform maintenance and replacement allowance.

The grievance and arbitration procedure provided in the collective-bargaining agreement is the same for PG II and PG IV. The Employer maintains separate seniority lists for its PG II and PG IV locations. There is a union steward on-site at PG IV. Currently, PG II does not have a union steward at its location.⁷

D. Employee Interchange

Although PG II and PG IV are within steps of each other, the record evidence shows that employee interchange among the guards at these locations is limited to sporadic temporary shift assignments to satisfy immediate staffing needs, transfers for disciplinary reasons, and voluntary shift assignments provided to a few part-time employees desiring additional hours.

The record shows that if the Employer is short-staffed due to a guard's failure to report to work, the Employer may assign a guard from another location to that vacant post temporarily. Katz testified that the Employer may borrow guards from any of its several locations, including PG II or PG IV, to fill-in as substitutes at other locations,

⁶ The shifts at both locations fit within three different scheduling categories. For example, Katz testified that the 8-hour shifts would be 8:00 to 4:00, 4:00 to 12:00, and 12:00 to 8:00; or, 6:00 to 2:00, 2:00 to 10:00, and 10:00 to 6:00.

⁷ From 2006 to sometime in 2008, the shop steward worked part-time at both sites. See *infra*.

including PG II and PG IV.⁸ Katz testified that the Employer has interchangeably utilized full-time guards between PG II and PG IV, at most, twice in the last year. Katz testified that substitutes usually fill-in for one day or one shift. When a guard substitutes at a location other than the one to which he is usually assigned, he is supervised by the site-supervisor on the site of his temporary assignment.

The record shows that the Employer rarely transfers employees between PG II and PG IV. Katz testified that if an individual guard had some disciplinary issues on one site, he or she may be transferred to the other location when appropriate. Katz testified that in the past five years, two employees have been transferred between PG II and PG IV. There was no testimony as to whether these were permanent or temporary transfers.

The Employer permits its part-time guards to pick up additional hours by working at its other jobsites. In this case, part-time guards at PG II and PG IV may pick up additional hours at each of the respective sites. Union shop steward and security guard Richard Adeola testified that he has been employed by the Employer for six years. He is currently employed full-time at PG IV. However, he started with the company working at PG II on a part-time basis at 24 hours a week. During this time, he also worked an additional 16 hours per week at PG IV. Adeola maintained this weekly work schedule for two years until the Employer assigned him to a permanent, 36-hour post at PG IV. He has not since worked at PG II. Adeola testified that at least two part-time guards presently work between PG II and PG IV in order to achieve a full-time work week. Sergeant Nicole Lee also testified that two part-time guards have recently worked at both PG II and PG IV. Although neither Adeola nor Lee know the exact frequency with

⁸ Although Katz could not name a specific time in recent years that the Employer has only borrowed from PG II to fill-in at PG IV, and vice versa, he testified that due to their close proximity to each other they would likely be considered for filling in posts for each other.

which each of these two part-time guards work at PG II and PG IV, the record shows that at least one of them works between the two locations frequently.

The guards employed at PG II and PG IV do not interact with one another on a day-to-day basis. The only time they interface is during the combined training sessions the Employer holds at its corporate facility for all of its guards.

V. APPROPRIATE BARGAINING UNIT

As discussed below, I find that the petitioned-for single facility unit is inappropriate, and that the smallest appropriate unit in this case must include PG II and PG IV.

The Board has long held that “a single-facility unit is presumptively appropriate unless it has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity.”⁹ The party opposing the single-facility unit bears the burden of rebutting the unit’s presumptive appropriateness.¹⁰ To determine whether the single-facility presumption has been rebutted, the Board examines several factors, including: central control over daily operations and labor relations; similarity of employee skills, functions, and working conditions; degree of employee interchange; functional integration; distance between the locations; and bargaining history.¹¹ Prior bargaining history is given substantial weight in the Board’s analysis, as the Board is reluctant to disturb a unit established by collective bargaining.¹²

⁹*J&L Plate, Inc.*, 310 NLRB 429 (1993).

¹⁰*Price Telecom*, 347 NLRB 789 (2006) (citing *Jerry’s Chevrolet, Cadillac*, 334 NLRB 689 (2005)).

¹¹ *Id.* at 792; *Alamo Rent-A-Car*, 340 NLRB 897 (2000).

¹² *Ready Mix USA, Inc.*, 340 NLRB 946 (2003); *Canal Carting, Inc.*, 339 NLRB 969 (2003); *Haag Drug*, 169 NLRB 877, 878-879 (1968) (“[w]e have been hesitant to disturb an existing, stable bargaining

My determination that the Intervenor has rebutted the single-facility presumption is based on the Employer's centralized labor relations; similar skills, duties, and working conditions amongst employees; and, most importantly, the historical bargaining relationship on a multi-facility basis.

The record evidence shows that the Employer's labor relations are centralized. To the extent not covered by the collective-bargaining agreement between the Employer and Intervenor, all of the Employer's policies concerning hiring, firing, transfers, and promotions are established by the Employer's vice president, Katz, who is stationed at the Employer's corporate office. The record evidence shows that Katz is also solely in charge of the Employer's labor relations and negotiated the current and former collective-bargaining agreements covering the unit of employees at issue. Thus, to the extent that the existing collective-bargaining agreement covers the subjects of hiring, firing, transfer, and promotion, Katz played an integral role in setting those terms as well.

All of the Employer's hiring is centrally done by Major White at the Employer's corporate office. All discipline, discharges, and promotion decisions are ultimately made by Katz, although the recommendations for such action may originate from site supervisors. Even when site supervisors make such recommendations, the Employer's area directors/majors, jointly responsible for PG II and PG IV, review those recommendations and conduct investigations before submitting their recommendations on the subject to Katz.

The Employer's guards at PG II and PG IV share the same duties and have the same skills and working conditions. Specifically, the Employer's guards at PG II and PG

relationship, and, where such relationship has existed in a multi-store unit and there is a reasonable expectation of continued stability in that unit, we will find the multi-store unit appropriate").

IV have the general job duties of protecting facility entrances, weapons search/inspection, person identification, and roving. Upon hire, those guards receive the same extensive training and the same certifications. They must all occasionally be retrained and recertified in identical areas to remain employed with the Employer. Additionally, all of the guards must possess shooting range qualification, which is uniformly evaluated by the Federal Protection Services. As established by the record and noted in the Intervenor's post-hearing brief, with the exception of the additional background check that the guards working at PG II must undergo and the "minimal" site-specific training the guards receive, all of the Employer's guards receive the same extensive training and must possess the same detailed qualifications to be employed with the Employer.

The guards at PG II and PG IV have uniform wages, health and welfare allowances, retirement allowances, uniform maintenance allowance, personal and sick leave benefits, unpaid leave benefits, vacation day benefits, and paid holidays. In its post-hearing brief, the Petitioner asserts that employees at PG II have a credit union and cafeteria at their location to establish that the employees' working conditions are dissimilar. However, the existence of a cafeteria and credit union onsite seems to be an incident of available amenities at the federal building located at PG II and not the result of employment conditions imposed by the Employer or within the Employer's control.

The record evidence shows that the guards at PG II and PG IV are not functionally integrated. There is no evidence that the work performed at PG II worksite is integrated with the work performed at PG IV and vice versa. The record evidence shows that the guards at these worksites do not interact with each other on a day-to-day

basis or even on a weekly basis. The record evidence does not indicate that either PG II or PG IV rely on the resources or support of the other in order to operate.

There is minimal evidence of employee interchange between PG II and PG IV. The record evidence shows that the Employer rarely, if ever, calls upon guards from its various locations to fill-in as substitutes for vacant posts any one of its worksites. Katz testified that the guards PG II and PG IV have filled-in for one another at most twice in a year. He testified that the substitute assignments usually last a day or a shift.

The record evidence shows that, at most, two employees have been transferred between PG II and PG IV over the past five years. There is nothing in the record showing whether these were permanent or temporary transfers. Additionally, the only 2 of the Employer's approximate 60 guards employed at PG II and PG IV, who have worked between those sites in recent years, have done so to obtain additional hours in order to increase their pay. There is no evidence that these assignments of part-time guards between PG II and PG IV are anything other than voluntary. The minimal interchange in this case is not sufficient to rebut the single-facility unit presumption.¹³

Finally, this bargaining unit has been in existence for more than six years, first with SPFPA as the bargaining representative and most recently with the Intervenor as the bargaining representative. The Employer and Intervenor have maintained a stable bargaining relationship for nearly three years, as embodied in the current collective-bargaining agreement. There is no evidence to suggest that this relationship is repugnant

¹³ See *New Britain Transportation*, 330 NLRB 397 (1999) (finding insufficient interchange amongst Employer's facilities and noting "of 190 bona fide temporary transfers, 118 involved . . . events for which [employees] voluntarily sign-up. Such voluntary interchange is given less weight in determining if employees from different locations share a common identity. . . . Moreover, there has been little permanent employee interchange, with only six instances in one recent year, and only one involving a permanent transfer . . .")

to Board policy (such as mixing guards and non-guards), or is so fragmented to justify disturbing this established unit. Because of the Board's reluctance to disturb established bargaining units, I find that the appropriate unit in this case consists of the Employer's worksites at PG II and PG IV.¹⁴

VI. CONCLUSION

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are affirmed.
2. The Employer is an employer as defined in Section 2(2) of the Act and is engaged in commerce within the meaning of Sections 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.¹⁵
3. Union Rights for Security Officers is a labor organization within the meaning of Section 2(5) of the Act.
4. United Union of Security Guards, Local 555 SPFPA is a labor organization within the meaning of Section 2(5) of the Act.
5. 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.

¹⁴ See *Haag Drug*, 169 NLRB 877 (1968); *Great Atlantic & Pacific Tea Co.*, 153 NLRB 1549 (1965). The result reached herein is consistent with my decisions in *Paragon Systems, Inc.*, Case 5-RC-16652 (May 5, 2011), which both Petitioner and Intervenor addressed in their post-hearing briefs, and *Southeastern Protective Services, Inc.*, Case 5-RC-16661 (June 6, 2011).

¹⁵ The parties stipulated that the Employer is a Maryland corporation with an office and place of business in Wheaton, Maryland, and is engaged in the business of providing security services to various firms and institutions, including the U.S. Treasury Department facilities in Hyattsville, Maryland. During the past 12 months, the Employer, in conducting its business operations described above, performed services valued in excess of \$50,000 in States other than the State of Maryland.

6. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time security officers and sergeants employed by the Employer at the U.S. Department of Treasury facility currently called Prince George's Plaza II (PG II), 3700 East West Highway, Hyattsville, Maryland and at the Center for Disease Control facility, Building PG IV, 3311 Toledo Road, Hyattsville, Maryland, but excluding all managerial employees, office clerical employees, professional employees, and supervisors as defined by the Act.

I. 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 purposes of collective bargaining by Union Rights for Security Officers, or by United Union of Security Guards, Local 555 SPFPA, or Neither. The date, time, and place of the election will be specified in the notice of election that the Board's Regional Office will issue subsequent to this Decision.

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 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 strikes, 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 Company*, 394 U.S. 759 (1969).

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

To be timely filed, the list must be received in the Regional Office, National Labor Relations Board, Region 5, 103 South Gay Street, Baltimore, MD 21202, on or before **June 19, 2013**. No extension of time to file this list will be granted except in

extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission at (410) 962-2198. Since the list will be made available to all parties to the election, please furnish a total of two copies, unless the list is submitted by facsimile, in which case no copies need be submitted. If you have any questions, please contact the Regional Office.

C. Notice of Posting Obligations

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

RIGHT TO REQUEST REVIEW

Right to Request Review: Pursuant to the provisions of Section 102.67 of the National Labor Relations Board's Rules and Regulations, Series 8, as amended, you may obtain review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, DC 20570-0001. This

request for review must contain a complete statement setting forth the facts and reasons on which it is based.

Procedures for Filing a Request for Review: Pursuant to the Board's Rules and Regulations, Sections 102.111 – 102.114, concerning the Service and Filing of Papers, the request for review must be received by the Executive Secretary of the Board in Washington, DC by close of business on **June 26, 2013** at 5 p.m. (ET), unless filed electronically. **Consistent with the Agency's E-Government initiative, parties are encouraged to file a request for review electronically.** If the request for review is filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time** on the due date. Please be advised that Section 102.114 of the Board's Rules and Regulations precludes acceptance of a request for review by facsimile transmission. Upon good cause shown, the Board may grant special permission for a longer period within which to file.¹⁶ A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, select **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively

¹⁶ A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

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with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

(SEAL)

/s/ Wayne R. Gold

Dated: June 12, 2013

Wayne R. Gold, Regional Director
National Labor Relations Board, Region 5
Bank of America, Tower II
100 S. Charles Street, 6th Floor
Baltimore, MD 21201