

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 14**

UNITED RENTALS NORTH AMERICA

Employer
and

Case 14-RC-111561

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL UNION 541**

Petitioner

**REGIONAL DIRECTOR'S DECISION
AND DIRECTION OF ELECTIONS**

The Employer, United Rentals North America, is a Delaware corporation that rents and services construction equipment. The Petitioner, International Brotherhood of Teamsters Local Union 541, filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act seeking to represent certain employees of the Employer. The scope of the unit sought by the Petitioner is the Employer's facilities located at its 6905 East 163rd Street, Belton, Missouri and 1110 Quebec, North Kansas City, Missouri. A hearing officer of the Board held a hearing and the parties filed briefs with me.

As evidenced at the hearing and in the briefs, the sole issue to be decided is whether the multi-facility unit sought by the Petitioner is appropriate. The parties agree that, regardless of whether the unit is the overall, multi-facility sought by the Petitioner or single facility units urged by the Employer, any such units appropriately include all full-time and regular part-time mechanics, yard persons, and drivers. The parties further stipulated, and I agree, that dispatchers, managerial employees, service writers and parts employees, office clerical employees,

professional employees, guards, and supervisors as defined in the Act are appropriately excluded from any unit.

The Employer opposes the petition on the ground that the petitioned-for multi-facility unit is inappropriate because the facilities lack a community of interest and proposes two separate single facility bargaining units. The Petitioner maintains that the petitioned-for multi-facility unit is an appropriate unit.¹ I have considered the evidence and arguments presented by the parties on this issue, and I find that the petitioned-for multi-facility unit is not appropriate. Rather, I find that separate, single facility units at Belton, Missouri and North Kansas City, Missouri are the appropriate units. There are approximately 8 employees in the Belton unit and 14 employees in the North Kansas City unit.

I. OVERVIEW OF OPERATIONS

The Employer, who has over 800 locations nationwide, is engaged in the rental and servicing of construction equipment to individuals and businesses. The Employer operates three facilities in the Kansas City metropolitan area: the Belton facility; the North Kansas City facility; and a facility located in Olathe, Kansas.² A single district manager oversees these and other facilities in the Employer's Kansas City Metropolitan Area District. Those other facilities in the district are St. Joseph, Warrensburg, Springfield, and Joplin, Missouri. All of the facilities in the district have their own territories that are determined by zip codes. None of the territories overlap.

Separate branch managers oversee operations at the Belton and North Kansas City facilities. Each branch manager is responsible for the profit and loss of his facility, which

¹ At the hearing, the Petitioner indicated that it was willing to proceed to an election if the Regional Director determined that single facility units are appropriate in this case.

² The Olathe facility has a satellite facility in Edwardsville, Kansas, from which two field service technicians service General Motors and Ford plant sites.

includes operating expenses such as labor costs, equipment, trucks, fuel, maintenance, and insurance. The branch managers make recommendations regarding hiring and wage rates for review and approval by the district manager and a regional human resources director.³

The parties stipulated that the mechanic classification includes field service technicians and service technicians, the latter also referenced as internal or inside service technicians. Field service technicians service and repair equipment in the field as well as at the facility, while service technicians service and repair equipment at the facility. Drivers pick up equipment from their facility, from another facility, or from customers, and deliver the equipment. Yard persons have similar skills, but their duties, which were not developed on the record, may vary.

The Belton facility currently has two field service technicians, two service technicians, three drivers, and one yard person. The North Kansas City facility currently has three field service technicians, four service technicians, five drivers, and two yard persons.

The record also established that the Belton facility currently has two outside sales representatives and one inside sales representative, and the North Kansas City facility has three outside sales representatives and four inside sales representatives. The North Kansas City facility has a service manager while the Belton facility does not. No party contends that any of these classifications are appropriately included in the unit.

II. THE FACTORS TO CONSIDER IN A MULTI-FACILITY SETTING

The Board's procedure for determining an appropriate unit under Section 9(b) is to first examine the petitioned-for unit. If that unit is appropriate, then the inquiry into the appropriate unit ends. *Wheeling Island Gaming*, 355 NLRB 637 fn. 2 (2010); *Boeing Co.*, 337 NLRB 152, 153 (2001). In making a determination as to whether a petitioned-for unit is appropriate, the Board has held that Section 9(a) of the Act only requires that the unit sought by the petitioner be

³ The record is silent as to the area the region covers.

an appropriate unit for collective bargaining. Nothing in the statute requires that the unit be the only appropriate unit or most appropriate unit. *Wheeling Island Gaming*, supra; *Overnite Transportation Co.*, 322 NLRB 723 (1996) (citations omitted); *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950) (“There is nothing in the statute which requires that the unit for bargaining be the *only* appropriate unit, or the *ultimate* unit, or the *most* appropriate unit; the Act only requires that the unit be ‘appropriate.’” (emphasis in the original))

When a union petitions for a multi-facility unit, the presumption in favor of a single facility unit is not applicable. *Capital Coors Co.*, 309 NLRB 322 fn. 1 (1992), citing *NLRB v. Carson Cable TV*, 795 F.2d 879, 886-887 (9th Cir. 1986). Rather, the Board considers the traditional community of interest factors. Thus, where “a union petitions for a unit that is greater than a single location, but less than chain-wide in scope, the Board considers a variety of factors to determine whether the employees in the petitioned-for unit share a sufficient community of interest distinct from the employees at the excluded facilities.” *Sleepy’s Inc.*, 355 NLRB 132, 134 (2010). In determining whether there is a sufficient community of interest, the Board considers the following factors: the similarity of employee skills, duties, and working conditions; functional integration of business operations, including employee interchange; centralized control of management, supervision, and labor relations; whether the petitioned-for unit conforms to an administrative function or organizational grouping of the employer’s operations; geographic cohesiveness and proximity; and collective-bargaining history. *Ibid.*

III. DISCUSSION OF THE RELEVANT FACTORS

A. Similarity of Employee Skills, Duties, and Working Conditions

The Belton and North Kansas City facilities, as well as the Employer’s other facilities, have similar operations, and the petitioned-for employees have the same or similar skills and job

duties as do employees from one facility to the next. Employees are assigned to a specific facility and report to that facility each day. Service technicians and yard persons work at the facility. The drivers and field service technicians report to their assigned facility and pick up a company truck, which they return to the facility at the end of the day. The drivers deliver equipment and the field service technicians report to customer locations, as assigned. Employees receive safety and other training at their home facility. Each facility also has its own holiday party that does not include employees from the other facility.

The branch manager for the Belton and North Kansas City facilities schedule their employees' working hours. Both the Belton and North Kansas City facilities maintain working hours from 7 a.m. to 5 p.m. and customer hours from 8 a.m. to 5 p.m., Monday through Friday. Employees at each facility punch an electronic time clock. The branch manager reviews and approves work hours, which are forwarded to the Employer's centralized payroll.

In addition, each branch manager may determine certain holidays on which the facility is open for business and that the employees must work. While the amount of vacation time each employee earns is set forth in the Employer's nationwide policy, each branch manager approves the vacation of employees at the facility. Employees at the Employer's locations nationwide have the same employee handbook, and participate in the same healthcare plan and the same pension or 401(k) plan.

B. Functional Integration of Business Operations, Including Employee Interchange

Each facility is its own profit and loss center and each branch manager is responsible for the profit and loss at his or her facility. Because of the nature of the Employer's business operations, equipment is regularly transferred based on customer demand from one location to another nationwide. When equipment is transferred, the responsibility for the equipment is

transferred in the Employer's computer system from one facility to the other. Thus, the equipment and its depreciation are removed from the profit and loss statement of the transferring facility and becomes part of the profit and loss of the facility to which it is transferred. Based on the record evidence, the interchange of equipment is no more common between the Belton facility and the North Kansas City facility than it is among the Employer's other facilities.

Customers who rent equipment from the Employer are not required to keep that equipment in the renting facility's territory. When a customer transports a piece of equipment outside of the renting facility's territory and the equipment needs repairs, the renting facility and the facility in whose territory the equipment is located will work together to determine which facility should dispatch a field service technician to service the equipment.

About 2 months prior to the hearing, the Employer implemented a common dispatching system for the drivers at the Belton, North Kansas City, and Olathe facilities. The dispatcher, who is domiciled at the North Kansas facility, sorts orders, assigns orders to the drivers, and routes the drivers. The combined dispatching system is currently under review and, if it is deemed inefficient, the Employer will return to dispatching from each facility.

Field service technicians and drivers drive trucks with the Employer's specific branch location printed on the side. Trucks are not transferred or exchanged between or among facilities. The trucks, like the equipment, appear on the profit and loss statement for a given facility that is responsible for its own licensing, fuel, and regular maintenance of all trucks.

As noted, field service technicians have the same skills and training to make repairs on equipment and are dispatched to make the repairs on equipment in their territory during regular business hours. The field service technicians at the Belton and North Kansas City facilities agreed to implement an on-call system for after business hours and weekends by which they

benefit from being on-call about once every 5 weeks rather than more frequently. Thus, a field service technician from either the Belton facility or the North Kansas City facility is on call each weekend and available to make repairs on equipment in both territories.

Yard persons and internal service technicians report to work at their location and work at the facility for the duration of their shifts. Neither facility borrows or lends employees from each other or any other location. No employees have transferred, either on a permanent or temporary basis, from the Belton facility to the North Kansas City facility or vice versa.

When the Employer closes a facility, employees are laid off. The Employer does not consider the seniority of employees at other locations to determine which employees to lay off. The laid off employees are not offered employment at any other facility and must reapply for a position at another facility. In addition, laid off employees are not given any preferential treatment for recall.

The Employer maintains a centralized computer system for all of its locations, including the Belton and North Kansas City facilities. An employee who accesses the computer system can view the inventory at his or her facility, as well as the inventory in the district, region, and other locations.

C. Centralized Control of Management, Supervision, and Labor Relations

Employees apply for employment with the Employer through a national, online application process. The Employer posts a position for a specific facility, and all applications are processed through a hiring company. Each branch manager at Belton and North Kansas City, as well as other locations, is responsible for the hiring, firing, and disciplining of employees at the facilities, as well as drafting performance reviews and recommending wage increases. The district manager and regional human resources director approve these personnel decisions. No

branch manager from another facility has input in these decisions. As earlier noted, all of the employees at the Employer's facilities are covered by the same employee handbook and policies, including vacation, health insurance, and pension plan.

Branch managers at each of the Employer's facilities, including Belton and North Kansas City, are responsible for the day-to-day operations of their respective facility and profit center. Profit and loss statements generally include the income and the operating expenses, such as labor costs and the maintenance of the facility and equipment.

D. Whether the Petitioned-For Unit Conforms to an Administrative Function or Organizational Grouping of the Employer's Operations

In addition to the Belton and North Kansas City facilities, the Kansas City Metropolitan Area District is comprised of five other locations: Olathe (and its Edwardsville satellite), Kansas; and St. Joseph, Warrensburg, Springfield, and Joplin, Missouri. A single district manager oversees the Kansas City Metropolitan Area District. The Belton facility and the North Kansas City facility, by themselves, do not constitute an organizational grouping within the Employer's operations.

E. Geographic Cohesiveness and Proximity

The Belton facility and the North Kansas City facility are approximately 25 miles apart. The Olathe facility is also approximately 25 miles from the Belton facility and the same distance from the North Kansas City facility. Each facility has a defined territory based on zip codes that does not overlap with any other territory. The north edge of the Belton facility's territory is adjacent to the south edge of the North Kansas City facility's territory. The west edge of the North Kansas City facility's territory borders the northeast edge of the Olathe facility's territory.

F. Collective-Bargaining History

There is no bargaining history between the Belton and North Kansas City facilities and the Petitioner. While the Employer has approximately 65 collective-bargaining agreements currently in effect with various labor organizations throughout the country, only one is a multi-facility agreement.⁴ The Employer and Petitioner currently have a collective-bargaining agreement effective from July 1, 2013 through June 30, 2016, which covers a single facility bargaining unit at the Olathe facility.

There is a history of bargaining in a single facility unit at Belton with International Union of Operating Engineers Local 101. On November 18, 2002, the Operating Engineers Local 101 was certified as the collective-bargaining representative in a unit of all full-time and regular part-time mechanics, drivers and yard crew employees employed by the Employer at the Belton facility. The parties had a collective-bargaining agreement effective from April 26, 2004 through April 25, 2007. In 2007, the unit employees voted to decertify Operating Engineers Local 101.

Operating Engineers Local 101 also represented a bargaining unit of employees engaged in the repairing, maintenance, transporting and handling of construction equipment and materials at 1316 East 14th Street, the North Kansas City location.⁵ The record is not clear whether this representation was voluntary recognition or pursuant to a Board certification. The most recent collective-bargaining agreement was effective from April 5, 1999 to April 4, 2004. Upon the

⁴ The only multi-facility bargaining unit is located in the Quad Cities area (Moline and Rock Island, Illinois and Bettendorf and Davenport, Iowa). That bargaining unit was established prior to the Employer's acquisition of the Quad Cities locations.

⁵ Although the address for the North Kansas City facility has changed, the Petitioner is seeking to represent the same unit of employees represented by Operating Engineers Local 101.

filing of a decertification petition in 2004, Operating Engineers Local 101 disclaimed interest in the further representation of those employees.

IV. ANALYSIS

In the instant case, I conclude that the petitioned-for unit of all full-time and regular part-time mechanics, yard persons, and drivers employed at the Employer's Belton facility and North Kansas City facility is not an appropriate unit because, as more fully discussed below, the employees at the Belton facility and North Kansas City facility do not share a sufficient community of interest. Accordingly, I shall direct elections in single facility units at Belton and North Kansas City.

The record shows that employees at the Belton and North Kansas City facilities share similar skills, duties, and working conditions. A majority of their terms and conditions of employment are established through a companywide employee handbook and policies, including vacation and healthcare and pension plans. These conditions are not unique to the Belton and North Kansas City facilities and would support any grouping of employees at any facilities nationwide. Additionally, while the skills and duties are similar among the employees at these two facilities, the skills and duties of employees are similar among employees in the same classifications throughout the Employer's nationwide operations. Based on the above, these factors provide little support for a multi-facility unit limited to the Belton and the North Kansas City facilities. See *Sleepy's Inc.*, 355 NLRB 132, 134 (2010) (recognizing that employees in the petitioned-for bargaining unit "perform the same work, use the same skills, and enjoy identical terms and conditions of employment" but did not support a finding that the petitioned-for unit was appropriate because employees at stores outside of the proposed unit also performed the

same work, used the same skills, and enjoyed the same terms and conditions of employment.); see also, *Bashas', Inc.*, 337 NLRB 710, 711 (2002).

Although the Employer has consolidated dispatching on an experimental basis for the Belton, North Kansas City, and Olathe facilities, the Belton and North Kansas City facilities are not functionally integrated. Importantly, neither facility borrows or lends employees, nor do employees transfer from one facility to another. Although the facilities regularly transfer equipment based on customer demand, the equipment is transferred to the receiving facility's profit and loss center. Nor is this exchange of equipment unique to the Belton and North Kansas City facilities. Each facility operates as its own profit and loss center. On the occasion, which the record does not quantify, when a customer transports a piece of equipment from one facility's territory to another, the facilities will determine which facility will send a field service technician to the site for repairs. Even so, the contact is with the customer and there is no evidence of working contact with employees of the other facility. Thus, the record does not show that these instances have created a functionally integrated operation between the Belton and North Kansas City facilities. Rather, the record shows, and I conclude, that the Belton facility and the North Kansas City facility operate independently of each other. See *Bashas', Inc.*, 337 NLRB at 711.

The record reveals, at most, only minimal instances of interchange of duties between employees at the Belton facility and the North Kansas City facility. Moreover, the most substantial interchange of duties among the employees was strictly voluntary. Field service technicians at the Employer's Belton and North Kansas City facilities implemented a rotating after hours and weekend on-call system created for their benefit so as to limit the number of weekends they are on-call. The voluntary nature of this interchange of duties significantly diminishes its significance. *Red Lobster*, 300 NLRB 908, 911 (1990). There is also no record

evidence that the field service technicians have any working contact with employees from the other facility.

The profit and loss statement at each facility is the sole responsibility of the branch manager. Based on the record evidence, neither branch manager has any input in the employee relations at the other facility, including hiring, firing, disciplining, and scheduling employees, or determining salaries, performance reviews, and wage increases. The branch manager at each of the Belton and North Kansas City facilities is responsible for his facility's operating expenses. Each facility has trucks identifying its location and each facility is responsible for the trucks' maintenance and other costs. The Employer's district manager and centralized human resources is not limited to the Belton and Kansas City facilities. Based on the significant autonomy that each branch manager enjoys in operating his facility, I find that there is no centralized control of management or supervision to compel a finding that the petitioned-for unit is appropriate. See *Bashas', Inc.*, 337 NLRB at 711; see also, *Alamo Rent-A-Car*, 330 NLRB 897, 898 (2000) (holding that employees at two facilities did not share common supervision when the only common supervision was also held by facilities excluded from the petitioned-for unit).

The Employer has a district and regional structure, with neither of which the petitioned-for unit comports. The immediate Kansas City metropolitan area includes the Belton facility, North Kansas City facility, and the excluded Olathe facility (with its Edwardsville satellite). Moreover, the district in which the three Kansas City metropolitan area facilities lie includes other facilities in St. Joseph, Warrensburg, Springfield, and Joplin, Missouri. See, *Laboratory Corp. of America Holdings*, 341 NLRB 1079, 1082 (2004); see also, *Sleepy's, Inc.*, 355 NLRB at 135. Based on the Employer's organizational structure, I find the petitioned-for unit of Belton facility and North Kansas City facility employees to be an arbitrary and inappropriate grouping.

The Belton facility and the North Kansas City facility are approximately 25 miles apart. However, the excluded Olathe facility is also 25 miles from both the North Kansas City facility and the Belton facility. The proximity of the separately-represented Olathe facility to the two facilities at issue supports a finding that the petitioned-for unit is not appropriate. *Laboratory Corp. of America Holdings*, 341 NLRB at 1083.

There is no bargaining history between the Employer and the Petitioner at either of these facilities. However, the Petitioner represents a single unit of employees at the Olathe facility. Additionally, the North Kansas City facility and the Belton facility were previously represented by the Operating Engineers Local 101 in separate single-facility units.

The Petitioner attempts to rely on *Capital Coors Co.*, 309 NLRB 322 (1992) to support its position. In that case, the Board found it significant in its finding of a community of interest that the employees at the Employer's two facilities had regular contact and interchange. Here, the employees at the Belton facility and the North Kansas City facility have minimal, if any, contact with each other, and no employee interchange. See *Alamo Rent-A-Car*, 330 NLRB at 898 (finding it significant that there was neither substantial employee interchange nor significant functional integration between two facilities that is distinguishable from other facilities).

V. CONCLUSIONS AND FINDINGS

Based on 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 hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction here.

3. The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

4. The Petitioner claims to represent certain employees of the Employer.

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.

6. I shall direct elections in the following single facility units which constitute units appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

Belton Facility:

All full-time and regular part-time mechanics, yard persons, and drivers employed by the Employer at its Belton, Missouri facility, EXCLUDING dispatcher, managerial employees, service writers and parts employees, office clerical employees, professional employees, guards, and supervisors as defined in the Act, and all other employees.

North Kansas City Facility:

All full-time and regular part-time mechanics, yard persons, and drivers employed by the Employer at its North Kansas City, Missouri facility, EXCLUDING dispatcher, managerial employees, service writers and parts employees, office clerical employees, professional employees, guards, and supervisors as defined in the Act, and all other employees.

VI. DIRECTION OF ELECTIONS

The National Labor Relations Board will conduct secret ballot elections among the employees in the units found appropriate above. The employees in these units will vote on whether or not they wish to be represented for the purposes of collective bargaining by International Brotherhood of Teamsters Local Union 541. The date, time, and place of the

elections will be specified in the Notice of Election that the Regional Office will issue subsequent to this Decision.

A. Voting Eligibility

Eligible to vote in the elections are those in the units who were employed during the payroll period immediately prior to 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 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. Those 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 elections 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 Subregional Office an election eligibility list for each unit, containing the full names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). These lists must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the lists should be alphabetized (overall or by department, etc.). Upon receipt of the lists, I will make it available to all parties to the elections.

To be timely filed, the lists must be received in the Subregional Office, 8600 Farley Street, Suite 100, Overland Park, Kansas 66212 on or before **September 19, 2013**. No extension of time to file the lists will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file the lists. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The lists may be submitted to the Subregional Office by electronic filing through the Agency's website, www.nlr.gov,⁶ by mail, or by facsimile transmission at (913) 967-3010. The burden of establishing the timely filing and receipt of the lists will continue to be placed on the sending party.

Since the lists will be made available to all parties to the elections, please furnish a total of **two** copies, unless the lists are submitted by facsimile or electronic mail, in which case no copies need be submitted. If you have any questions, please contact the Subregional 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 a

⁶ To file the eligibility lists electronically, go to www.nlr.gov and select the **E-Gov** tab. Then click on the **E-Filing** link on the menu, and follow the detailed instructions.

minimum of 3 days prior to the date of the elections. 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 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 nonposting of the election notices.

VII. 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 **September 26 2013**. The request may be filed electronically through E-Gov on the Agency's website, www.nlr.gov⁷, but may not be filed by facsimile.

Dated September 12, 2013, at St. Louis, Missouri.

_____/S/_____
Daniel L. Hubbel, Regional Director
National Labor Relations Board
Region 14
1222 Spruce Street, Room 8.302
St. Louis, MO 63013-2829

⁷ To file the request for review electronically, go to www.nlr.gov and select the E-Gov tab. Then click on the E-Filing 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 under "E-Gov" on the Agency's website, www.nlr.gov.