

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 12

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION¹

Employer

and

NEWS MEDIA GUILD, LOCAL 31222

Petitioner

Case 12-RC-113181

DECISION AND DIRECTION OF ELECTION

After amending its petition twice at the hearing, Petitioner seeks to represent a unit of all full-time and regular part-time bargaining representatives and organizers who perform work for the purposes of collective bargaining, including field representatives, international representatives, senior international representatives, regional organizing committee representatives and assistants to the president. Petitioner proposes to exclude from the unit administrative assistants, communications specialists, international vice presidents, research directors, managers, clerical personnel, temporary and casual employees, employees who do not perform work for the purposes of collective bargaining, and guards and supervisors as defined in the Act.

The Employer raises a number of objections to this petition. First and foremost, the Employer contends that the petition must be dismissed because Petitioner has a conflict of interest precluding it from acting as the collective bargaining agent of the

¹ The Employer's name appears as amended at the hearing.

employees sought. In addition, the Employer objects to the second-amended unit description because it is not appropriate to define the unit by work performed; rather, the unit should be defined by job classifications. Finally, the Employer and Petitioner initially disagreed on the unit status of numerous named employees, although by the close of the hearing the parties resolved their differences except with regard to two employees. With regard to those two employees, the parties agreed at the hearing that they should vote using the Board's challenged ballot procedure. However, in its post-hearing brief, Petitioner argues that the challenged ballot procedure should not be used and instead that I should rule on the status of the two employees in dispute. In turn, the Employer filed a motion to strike Petitioner's post-hearing brief insofar as it makes this argument.

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

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 herein.²
3. The labor organization involved claims to represent certain employees of the Employer.

² The Employer, Office and Professional Employees International Union, is an unincorporated association with a place of business in New York, New York, and is a labor organization engaged in representing employees throughout the United States, Canada and Puerto Rico, negotiating and enforcing collective bargaining agreements with various employers. During the past 12 months, a representative period, the Employer collected and received dues and initiation fees in excess of \$25,000, remitted from locations outside the State of New York to its facility in New York, New York.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. This decision first provides a brief overview of the Employer's operations and staff. It then examines evidence concerning Petitioner's alleged conflict of interest, followed by an analysis of Board law regarding conflict of interest as well as explaining my conclusion that a conflict of interest does not exist in this matter. The third section recounts the parties' agreement with regard to which employees are eligible to vote and which are to vote subject to challenged ballots, and explains my refusal to rule on the eligibility of two employees since the parties agreed to vote them subject to challenge. Finally, I briefly explain the dispute regarding the unit description and my conclusion regarding how the unit will be described.

The Employer's Operations and Staff

The Employer is a labor organization and represents employees for the purposes of collective bargaining throughout the United States (including Puerto Rico) and Canada. It currently represents about 125,000 employees. Of those 125,000 employees, about 108,000 are dues-paying members. The employees represented are in a variety of classifications, including telephone workers, clerical workers, and nurses. The employees represented are employed by a variety of enterprises, including telephone companies, universities, insurance companies, labor unions and labor federations, and private and public health care employers.

All employees represented by the Employer are in locals, and most (if not all) of the employees are covered by collective bargaining agreements negotiated between local unions and employers. Thus, the Employer is not the party to the collective

bargaining agreements covering employees who are represented by the Employer. For the most part locals handle their own affairs, including negotiating the collective bargaining agreements, enforcing the agreements, and processing grievances up to and including arbitrations.

The Employer employs staff—all of whom are in the unit sought by Petitioner-- whose primary function is to support the locals, including providing assistance in negotiating and enforcing contracts and presenting grievances in arbitration hearings. The record contains a great deal of specific examples where staff employed by the Employer has assisted locals in these functions. While local unions have the authority to reject assistance from the Employer's staff, rarely would they reject assistance. In addition, staff employed by the Employer assist locals in conducting organizing campaigns or run the campaigns themselves. The term "organizing campaigns" encompasses two types of efforts. One is internal, where the goal is to increase the number of employees who are members of the Employer and its locals in units already represented. The second is external, where the Employer seeks to organize employees not represented by a labor organization. Finally, other functions of the Employer's staff are to temporarily operate locals in financial difficulty, including those placed in trusteeship, and to work on mergers between locals.

While the record is not entirely clear on this point, it appears that the Employer's operation is the responsibility of its President—Michael Goodwin. Goodwin, as well as International Vice Presidents Green P. Lewis Jr., Joseph Marutiak, and Dr. John Mattiacci (among others) serve on the Employer's Executive Board, which determines the policies of the Employer. Reporting to Goodwin is the Director of Organization and Field Services, Kevin Kistler. He directs and supervises the field staff, including most (if

not all) of the employees Petitioner seeks to represent. However, at times a member of the staff supervised by Kistler might report directly to President Goodwin with regard to a specific assigned project. In addition to supervising the field staff, Kistler lobbies, organizes, arbitrates and bargains.

The field staff reporting to Kistler is generally not in the New York office of the Employer. Rather, they are scattered throughout the country, including in Puerto Rico. One way they report to Kistler is by submitting weekly activity reports, which provide some detail on the specific work performed during the week. In addition, Kistler has email or telephonic communication with the field staff.

Among the classifications occupied by the employees in the unit sought by Petitioner are field representatives, international representatives, senior international representatives, and organizers. The Employer maintains that no employees currently have the title, "assistant to the president."

Evidence Regarding the Alleged Conflict of Interest

Essentially, the Employer is arguing that the employees Petitioner seeks to represent may not be represented by Petitioner because Petitioner and the Employer are in competition with one another. Therefore, if the employees Petitioner seeks to represent adhere to the Constitution and by-laws of Petitioner as members of Petitioner, they will find themselves in conflict with their job duties as employees of the Employer. Because of this inherent conflict, it appears that the Employer would argue that the employees Petitioner seeks to represent can only be represented by an unaffiliated labor organization.

The record reveals that Petitioner merged with the Communications Workers of America sometime in or around the year 2000. Petitioner is one of several "merger

partners” of the CWA. Other merger partners include the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers (IUE), the National Association of Broadcast Employees and Technicians (NABET) and the Association of Flight Attendants. Exactly what the relationship is between merger partners is unclear, although uncontested record evidence establishes that with regard to Petitioner and the CWA, CWA is not involved in collective bargaining conducted by Petitioner or in making bargaining decisions, is not signatory to collective bargaining agreements entered into by Petitioner, is not involved in any representational activities conducted by Petitioner and does not in any way control representational activities of Petitioner, except that the CWA Executive Board must approve any strikes called by Petitioner. Petitioner maintains, and there is no record evidence contradicting its contention, that it has “full autonomy” from the CWA when advocating for its members in the collective bargaining process.

CWA employees at its headquarters are represented by a number of unions in a number of units. For example, CWA organizers (but not international representatives) are represented by the CWA Staff Union, an unaffiliated independent union. There are about 140 employees in the unit represented by the CWA Staff Union. Another group of CWA employees is represented by a local union of the Employer in this case. This group of employees is all of the clerical, technical and administrative staff employed by the CWA not only in headquarters, but in all CWA offices in the country, except the State of California. This unit consists of 103 employees. The unit is represented by Local 2 of the Employer, which is located in Silver Springs, Maryland. Local 2 also represents clerical and technical employees at the AFL-CIO, as well as at other private-sector employers.

The Employer contends that the contract between it and the CWA covering clerical, technical and administrative staff is an agreement with the Employer as an international union and the CWA. It appears that the agreement covers employees in a variety of locations in the country and that those employees are members of a number of locals. However, the party to the agreement is Local 2, and it is signed by the president of Local 2 (although he also holds the title of International Vice President). Any “servicing” of the contract between the CWA and Local 2 is performed at the local level.

CWA and its merger partners represent employees in a variety of industries. For example, CWA represents about 19,000 employees in the healthcare industry, including some who are nurses. It also represents 170,000 employees in the telephone industry. Of course the CWA conducts organizing campaigns, which it asks its members to support in a variety of ways.

With regard to membership in the CWA, uncontested record evidence establishes that any discipline of members originates at the local—and not the national—level. In the record is one example of discipline pursued against a member for “dual unionism.”

An international representative employed by the Employer testified that he sometimes has in his possession information that the Employer considers confidential. This information might include membership information, organizing leads, membership applications, and “at times” financial statements (not otherwise described in the record). He testified that he is expected to keep such information confidential and could be disciplined if he does not do so. He also agreed that the Employer has certain rules and

regulations regarding the responsibility of members, and that he could be expelled from membership in the Employer or fined for violating those rules and regulations.

The Employer contends that if an election is ordered in the unit sought by Petitioner, and if Petitioner wins the election, then the CWA will control the Employer's employees (specifically the international representatives and organizers) as a result of their membership in CWA, and that this is untenable and a conflict of interest. The first result would be that the Employer would represent employees of the CWA (it already does so) while the CWA will represent employees of the Employer. Second, the CWA Constitution specifically calls for the fine or expulsion of any members who "willfully" support or assist "any other labor organization in connection with a claim of jurisdiction in conflict with the CWA" or in "in any act or activities for the purpose of seeking or obtaining the replacement of the CWA as collective bargaining representative." Thus, at least in theory, international representatives performing their job duties for the Employer could be found guilty of violating the CWA Constitution to the extent that the CWA and the Employer have jurisdictional conflicts or one seeks to raid the other. Moreover, according to the Employer, CWA and the Employer may well seek to represent the same groups of employees at the same employer. Thus, while an organizer employed by the Employer is expected to organize employees on behalf of the Employer, that same organizer, as a member of CWA, would be expected to support efforts by the CWA to organize the employees.

The Employer acknowledges that Petitioner would have independence to negotiate a contract on behalf of the employees in the unit being sought, but notes that CWA must approve of any strike the employees might engage in, and that the CWA has the ability to impose a trusteeship on the local, and therefore to oversee the unit.

Board Law and Its Application to This Case

Board Law

According to the Employer, the seminal Board case supporting its position is *Bausch & Lomb Optical Company*, 108 NLRB 1555 (1954). In that case the Board refused to find that respondent violated the Act when it refused to bargain with the United Optical & Instrument Workers of America, Local 678, because Local 678 had established a company “to engage in the same business as Respondent.” Id at 1558. More specifically, respondent manufactured and sold eyeglasses and optical products in St. Louis, Missouri. The union had represented the employees of respondent on an informal basis for many years. Eventually the union established a company in St. Louis to engage in the exact same business as the employer, and controlled and operated that business. Thereafter, the union sought and was certified by the Board to represent respondent’s employees but the employer refused to bargain with the union, citing its status as a competitor of the employer.

In deciding that the employer’s refusal to bargain did not violate the Act, the Board noted that the Act envisions that the parties will approach bargaining with the purpose of advocating their respective interests. The employer’s interest is protecting its business; while the union’s single-minded interest is advancing the interests of employees: “there must be no ulterior purpose.” Id at 1559. When however, a union acquires special interests “which may well be at odds with what should be its sole concern . . . the situation created by the (U)nion’s dual status is fraught with potential dangers.” Id. For example, in the *Bausch* case, the union might be tempted to make intemperate demands to drive the employer out of business in order to benefit its own optical company. According to the Board, even if the union attempts to operate in good

faith its motives would be distrusted. In dismissing the complaint, the Board emphasized that “. . . under the facts of this case, which we regard as unique, the Union cannot perform its statutory function as bargaining representative if simultaneously it is an immediate business competitor of the particular employer whose employees it purports to represent.” *Id* at 1562.

More recently, in *Supershuttle International Denver, Inc.*, 357 NLRB No. 19 (2011), the Board discussed the issue of conflict of interest, noting that, “In order to show a disabling conflict of interest, the employer must show a ‘clear and present’ danger that the conflict will prevent the union from vigorously representing the employees in the bargaining process (citations omitted). Because such a finding necessarily restricts the employees Section 7 rights to freely choose a bargaining representative, the burden on the party seeking to prove a disabling conflict is, appropriately a heavy one.” (citation omitted) Slip op. at 2.

In reversing the Regional Director’s finding that there was a disabling conflict in *Supershuttle*, the Board began with a summary of the facts. It noted that the employer transports passengers and their baggage to and from the Denver International Airport; and that the union seeking to represent the drivers employed by the employer had an affiliation agreement with a taxicab operators association, whereby the union agreed to provide staff support to the association to advocate for changes in the law to the Colorado General Assembly that would benefit the association. As a result of those efforts, the association was able to create nonprofit taxicab cooperative in the city and county of Denver. The nonprofit cooperative’s office then located at the same address as the union, paying the union rent for the space it occupied. While the nonprofit cooperative and union had no formal collective bargaining contract, the nonprofit

cooperative paid a monthly fee to the union for each member- taxi driver, which fees the union intermingled with dues it collected from other employees. Those monthly fees paid by the cooperative were for legal and lobbying services provided by the union. Moreover, the union otherwise at times assisted the nonprofit cooperative with problems in operating the taxi business.

The Board first assumed for the sake of argument that the member-drivers of the nonprofit cooperative were competitors of the employer. However, that fact by itself did not warrant a conclusion that the union had a disabling conflict: "After all, unions commonly represent employees of multiple employers in the same industry, often in the same competitive market." *Id* at 3. Moreover, the Board did not find compelling the fact that the union did not represent the nonprofit cooperative taxi drivers in traditional collective bargaining. Importantly, according to the Board, "The Union is not profiting from the operation of a transportation business in a manner any different from any union that 'profits' when an employer whose employees it represents succeeds. Rather, it is collecting per capita fees from the UTC, just as every international union collects per capita fees from its affiliated locals . . . Neither the collection of per capita fees . . . nor the collection of what is conceded to be reasonable rent represents the acquisition of the type of "special interest" in a competitor employer that the Board found disqualifying in *Bausch & Lomb Optical Co.*, 108 NLRB at 1559." *Id* at 4.

Examples of other situations where the Board has found a disabling conflict of interest include where the union has a supplier/customer relationship with the employer with whom it would be bargaining, where the bargaining representative had a debtor-creditor relationship with the employer, where the individual selected to conduct the bargaining is jointly selected by the union and employers, and where the union in

essence recognizes itself as the collective bargaining agent for its own employees. *St. John's Hospital & Health Center*, 264 NLRB 990 (1982); *Garrison Nursing Home*, 293 NLRB 122 (1989); *Mine Workers Welfare & Retirement Fund*; 192 NLRB 1022 (1971), and *Teamsters Local Union No. 688* (1974).

Neither party has cited a case, nor have I found one, where the Board has decided whether a conflict of interest exists in the situation presented in the instant matter.

Application of Board Law to This Case

“. . . (D)istrust by parties of opposing parties' motives, are not at all that uncommon in the context of collective bargaining. The crucial focus of analysis in these cases is bargaining representatives' ability (sic) to pervert the collective-bargaining process, by operating through that process to directly promote interests ulterior to those of fairly and single-mindedly representing employees of employers with whom those bargaining representatives are bargaining.” *Western Great Lakes Pilots Association*, 341 NLRB 272, 282 (2004).

I conclude that the Employer has failed to meet its heavy burden of establishing a disabling conflict. There is no evidence of any financial ties between the Employer and Petitioner, or for that matter between the Employer and the CWA. Thus, nothing in this record suggests that Petitioner will enjoy pecuniary gain by failing to vigorously represent the Employer's employees in the unit sought by Petitioner. Moreover, there is no evidence that Petitioner's operation naturally gives rise to an inability to bargain single-mindedly on behalf of unit employees of the Employer. The record fails to reveal any interests Petitioner might have that are ulterior to those of fairly and single-mindedly representing employees in the unit sought.

What is unusual about this case is that Petitioner and the Employer theoretically compete against one another to represent employees (the record contains no evidence that in fact Petitioner and the Employer have competed against one another to represent the same group of employees). Clearly the Employer and Petitioner separately represent units of employees in the same industries, and at times those employees are similarly classified. However, I conclude that the Board made clear in *Supershuttle International Denver, Inc.* that the mere fact of competition with one another is insufficient by itself to find a disabling conflict.

The focus of the Employer's post-hearing brief is not evidence establishing that Petitioner has a disabling conflict as a competitor of the Employer, but instead raises the specter that the Employer's employees Petitioner seeks to represent will be confronted with conflicts of interest because they will have conflicting loyalties (a common argument by employers in the past to prevent unionization). Thus, the Employer argues that its organizers will be forced to be involved in organizing campaigns initiated by the CWA, and maybe someday one of those campaigns will involve the Employer as a competing organizer. However, there is no record evidence supporting an argument that the CWA can force the Employer's employees to be involved in CWA organizing campaigns should they become members of the Petitioner. Nothing in the record suggests that the organizers Petitioner seeks to represent violate any rule or regulation of Petitioner or of the CWA by not participating in organizing campaigns conducted by Petitioner or by the CWA in view of their employment with the Employer. Moreover, nothing in the record suggests that the Employer cannot terminate an organizer who engages in an organizing campaign on behalf of Petitioner or of the CWA because of an evident conflict of interest should an organizer employed

by the Employer exercise poor judgment and voluntarily participate in a CWA organizing campaign, without the Employer's permission. Similarly, nothing in the record suggests that in performing their roles in collective bargaining, in processing grievances, in serving as trustees for or otherwise aiding locals, that the employees Petitioner seeks to represent violate any rule or regulation of the CWA. Nothing in the record suggests that the Employer cannot terminate a field representative who fails to perform assigned job duties regardless of representation by Petitioner. Finally, nothing in the record suggests that the employees sought by Petitioner cannot maintain or be expected to maintain the confidentiality of records provided to them by the Employer. There are no CWA rules or regulations requiring members to turn over confidential documents that members have access to as employees. Like healthcare workers expected to abide by HIPPA, the Employer can expect its employees to maintain the confidentiality of documents and to not disclose them to Petitioner or the CWA.

The Employer highlights certain CWA regulations and rules which constitute some control over the employees Petitioner seeks to represent, but does not explain why any of them are disabling. In this regard, the employees Petitioner seeks to represent cannot go out on strike unless the CWA Executive Board authorizes the strike. Moreover, the employees Petitioner seeks to represent are subject to internal charges by Petitioner if they violate Petitioner's Constitution or by-laws. However, except for two provisions in the Constitution, discussed below, there is no explanation by the Employer why internal union matters, including whether employees can go on strike, would interfere with Petitioner's ability to represent the employees with the single-minded purpose of obtaining the best contract it can for them.

The Employer points to two provisions of the CWA Constitution that employees in the unit sought by Petitioner could potentially violate in performing their job duties for the Employer. One is that members of the CWA may not willfully support or assist another labor organization in a jurisdictional dispute. The second is that members of the CWA may not willfully support or assist in any activities where the purpose is to replace the CWA as collective bargaining representative. These provisions are certainly theoretical problems for employees in the unit that Petitioner seeks to represent should Petitioner or the CWA be involved in a jurisdictional dispute or should the Employer seek to raid a unit currently represented by the CWA. However, there is no record evidence that either event has occurred. More importantly, the Employer fails to explain how this theoretical conflict that unit employees might have suggests that Petitioner will not represent unit employees with a single-minded purpose. Thus, these two potential conflicts of interests are simply too attenuated to constitute a disabling conflict.

To summarize, there is no evidence that Petitioner will not represent unit employees with a single-minded purpose of obtaining the best collective bargaining agreement for them that it is able to do. Petitioner gains nothing financially by representing the employees less than fairly; and nothing in the CWA's by-laws or Constitution precludes such single-minded representation. There simply is no record evidence of what ulterior motive Petitioner would have in representing employees in the unit sought less-than-vigorously. On the other hand there is some evidence (albeit much less than the Employer believes) that unit employees at least theoretically could be placed in a position of violating the CWA Constitution when performing their job duties for the Employer. However, that evidence falls far short of a disabling conflict.

Moreover, these potential conflicts appear amenable to resolution through the collective bargaining process.

The Composition of the Unit

Because the parties spent considerable time litigating the inclusion of a number of individuals in the unit, I include in this decision their agreement on who is included in the unit, and who is excluded from the unit (at least with regard to agreed-upon exclusions following litigation). Included in the unit are Paul Bohelski, Ed Darcy, Jr., David Flores, Shaun Francis, Susan French, Cesar Mendia, Josue Monitijo, Gary Nuber, Shelia Peacock, Jeffrey Rusich, Mario Seneca, Paul Huertas, Nicole Diaz-Gonzalez, Zoraida Seguinot-Cruz, Andom Kahsay, Parker Moffitt, Iram Linares Ramirez, Green Lewis III, Ileana Olivarria, Faye Headrick and Donna Shaffer. Excluded from the unit are Steve Rush, Green Lewis, Jr., John Mattiachi, Gary Kirkland and Pat Prylo.

Remaining in dispute between the Employer and Petitioner are the eligibility of Patt Gibbs and Michael Davis. The Employer contends that Gibbs should be excluded from the unit, while Davis should be included. Petitioner maintains the opposite—that Gibbs should be included and Davis excluded. At the hearing the parties agreed that Gibbs and Davis should vote using the Board's challenged ballot procedure. However, in its post-hearing brief Petitioner contends that there is sufficient record evidence to decide the unit status of Gibb and Davis. In response the Employer filed a motion to strike Petitioner's brief insofar as it contains this argument.

There is record testimony related to the unit status of Gibb and Davis. Whether that record testimony is sufficient to decide their eligibility to vote is not before me as the parties agreed at the hearing to vote them subject to challenge. Moreover, the

Employer was clear at the hearing that it did not present all of its evidence regarding the issue of the unit status of Gibb and Davis in view of the agreement to vote them subject to challenge. While I deny the Employer's motion to strike, I also decline to rule on Petitioner's claim that the record is sufficient to decide the unit status of Gibb or Davis, and therefore, they will vote by challenged ballot as agreed to at the hearing.

The Unit Description

Finally, the Employer objects to the unit description proposed by Petitioner when it amended its petition for the second time. The Employer argues that the second amendment, which in part defines the unit by work performed (and not solely by job classifications), is designed to exclude from the unit one of the two employees who is voting subject to challenge.

The second-amended unit description includes classifications of employees to be included in the unit, but modifies those classifications to make clear that only representatives and organizers who perform work for the purposes of collective bargaining are in the unit. Up until the second amendment (offered on the fourth day of hearing), Petitioner had not included the modification that representatives or organizers must work for the purposes of collective bargaining in order to be included in the unit. Petitioner offered no explanation for the second amendment.

Whatever Petitioner's motivation for its second amendment to the unit, I conclude that the unit should not include the modifier suggested by Petitioner's second amendment, and instead the unit should be described by employee classifications. *Ross-Mehan Foundries*, 147 NLRB 207, 209 (1964) (certifications are not granted to unions on the basis of specific work tasks but in terms of employee classifications).

In view of the foregoing and the record as a whole, I find the following employees constitute an appropriate unit for collective bargaining:

All full-time and regular part-time bargaining representatives and organizers employed by the Employer, including field representatives, international representatives, senior international representatives, and regional organizing committee representatives; excluding administrative assistants, communications specialists, international vice presidents, research directors, managers, clerical personnel, temporary and casual employees, guards and supervisors as defined in the Act, as amended.³

DIRECTION OF ELECTION

An election by secret ballot will be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the Notice of Election to be issued subsequently, subject to the Board's Rules and Regulations.

A. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date below, and who meet the eligibility formula set forth above. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are persons who have quit or been

³ I do not include in the unit assistants to the vice president as there is no record evidence suggesting that anyone currently occupies that position.

discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced.⁴

Those eligible shall vote whether or not they desire to be represented for collective-bargaining purposes by **News Media Guild, Local 31222**.

B. Employer to Submit List of Eligible Voters

To file the eligibility list electronically, go to the Agency's website at www.nlr.gov, select **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions.

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 **December 13**,

⁴ To ensure that all eligible voters 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 that 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 directed that two copies of an election eligibility list containing the full names and addresses of all the eligible voters must be filed by the Employer with the Regional Director in the Tampa, Florida regional office within seven (7) days of the date of this Decision and Direction of Election. *North Macon Health Care Facility*, 315 NLRB 359 (1994). The Regional Director in Tampa shall make the list available to all parties to the election. In order to be timely filed, this list must be received in the Tampa Regional Office, 201 East Kennedy Blvd, Suite 350, Tampa, Florida, 33602-5824 on or before the close of business December 6, 2013. No extension of time to file this list may be granted by the Regional Director except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such list. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

2013. The request may be filed electronically through the Agency's website, www.nlr.gov,⁵ but may not be filed by facsimile.

Signed at Minneapolis, Minnesota, this 29th day of November, 2013.



Marlin O. Osthus, Acting Regional Director
National Labor Relations Board – Region 18
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⁵ To file the request for review electronically, go to www.nlr.gov, select **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions.