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

EXPOSITION STORAGE SERVICES, LLC

Employer

and **Case 28-RC-109730**

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 631 affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Petitioner

HEARING OFFICER'S REPORT AND RECOMMENDATIONS ON THE CHALLENGED BALLOTS

I. INTRODUCTION

This report contains the findings and recommendations regarding challenges to four individual ballots made by Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 631 affiliated with International Brotherhood of Teamsters (the Petitioner). As discussed below, the evidence produced at hearing shows that the four individuals were not seasonal or casual employees and did not have a reasonable expectation of reemployment as claimed by Exposition Storage Services, LLC (the Employer). Accordingly, I recommend the challenges to the ballots be sustained, and that a Certification of Representative issue.

II. PROCEDURAL HISTORY

The Petitioner filed the instant petition to be certified as representative on July 23, 2013. (Tr. 22:8-7; JTX 1)[1] The Employer subsequently submitted an *Excelsior* list with 11 named individuals. (Tr. 23:2-8; JTX 3) Pursuant to a Stipulated Election Agreement approved by the Regional Director on July 30, an election by secret ballot was conducted on August 29 among the employees of the Employer in the unit found appropriate for collective bargaining.[2] (Tr. 22:19-25; JTX 2) The Tally of Ballots, which has been served on all parties, shows that there were approximately eleven (11) eligible voters, three (3) of whom cast ballots for and two (2) of whom cast ballots against representation by the Petitioner. There were no void ballots and four (4) challenged ballots.

On September 5, the Petitioner timely filed objections to the election, copies of which were served upon the parties by the Regional Director. (BDX 1(a)) On September 10, the Regional Director issued an Order Directing Hearing on Challenges and Objections and Notice of Hearing. (BDX 1(b)) In accordance with that Order, and Section 102.69 of the Board's Rules and Regulations, the Hearing Officer designated for the purposes of conducting such hearing is directed to prepare and cause to be served on the parties a report resolving questions of credibility of witnesses and containing findings of fact and recommendations to the Board as to the disposition of said objections and challenged ballots.

---

[1] All dates are 2013, unless otherwise noted. JTX___ refers to Joint Exhibit followed by the exhibit number; BDX___ refers to Board Exhibit followed by the exhibit number; UX ___ refers to Union (Petitioner) Exhibit followed by the exhibit number; ERX___ refers to Employer Exhibit followed by the exhibit number; "Tr. __:___" refers to transcript page followed by line or lines of the representation hearing held on September 24.

[2] All full-time and regular part-time casual and seasonal carpet preparers and cleaners employed by the Employer in Las Vegas, Nevada; excluding all other employees, clerical employees, guards and supervisors as defined in the Act.

Pursuant to the Notice of Hearing duly served on the parties, a hearing was conducted by the undersigned Hearing Officer on September 24 in the Board's Hearing Room at the Las Vegas Resident Office in Las Vegas, Nevada. The Employer and the Petitioner appeared with counsel representatives, and all parties participated in the hearing. The parties were afforded a full opportunity to be heard, to call and examine witnesses, cross-examine witnesses called by the other party, and to introduce other evidence relevant to the issues. All the evidence adduced and contentions advanced have been considered, including the post-hearing briefs filed by the counsel for each of the parties. The Petitioner withdrew all objections to the election after the conclusion of the hearing. Remaining for decision were the challenges the Petitioner made to the four individual ballots. Upon the entire record, including my observations of the witnesses appearing before me, I make the following findings of fact, conclusions of law, and recommendations to the Board.

III. THE EMPLOYER'S OPERATIONS

The Employer provides carpet cleaning and carpet preparation services to general service contractors in the tradeshow industry, and has been in operation since late 2010. (Tr. 32:21-25, 33:1-23; 94:10-13) It is owned by Vice President Todd Neely, President Bill McBeath, Rob McBeath, General Manager Robert Breedlove, and Dean Heim. (Tr. 26:24-25, 27:1-13; 94:1) Andy Richardson is a supervisor for the carpet preparers, while Ruth Ramos is the supervisor of the employees who cut or prepare carpet. (Tr. 39:14-19; 40:8-15; 60:17-22) The amount of work performed by the Employer is completely dependent on the general service contractors' needs, which results in an uncertain projection for peak work from year to year. (Tr. 48:1-12; 49:24-25, 50:1; 65:8-25, 66:1) Its three biggest relevant shows to date include the Mr. Olympia Show during the last week of September, the National Finals Rodeo

(NFR) Cowboy Christmas Gift Show scheduled for December, and the Las Vegas Souvenir Show set for the week of September 18. (Tr. 104:18-20, 25, 105:1-3; 139:7) Each of the three shows takes place around the same time of year, but the Employer was contracted only for single occurrences of these shows as opposed to repetitive occurrences, and had no definite contracts for the 2014 occurrences of any of these shows at the time of the hearing. (Tr. 56:17-24; 57:20-25, 58:1-10; 105:4-5; 146:9-16; 152:20-25, 153:1-6) For 2013, the Employer was not aware that it would be busy for its claimed peak period until late August. (Tr. 62:21-23; 108:11-19) The Employer could not predict whether it would be busy in 2014, during what portions of 2014 it would have the most work, and acknowledged that its work fluctuates. (Tr. 147:9-20; 153:1-6)

The employees' work hours have fluctuated, with 2011 peak hours in the first quarter during setup and 2012 peak hours in the third and fourth quarters, with an overall trend of increasing hours since operations began in late 2010. (Tr. 46:19-25; 47:1-13; 49:2-3; UX 1) The Employer does not employ any carpet cleaning and carpet preparation employees year-round, but works a varying number of employees on an as-needed basis based on the amount of work from general service contractors. (Tr. 37:19-21; 48:1-3; 50:16-24; 51:22-23; 114:16-22)

IV. LEGAL STANDARD

In *Caesar's Tahoe*, 337 NLRB 1096 (2002), the Board adopted a three-prong standard to resolve challenged ballots in stipulated units. The three-prong test included:

> If the objective intent of the parties is expressed in clear and unambiguous terms in the stipulation, the Board simply enforces the agreement. If, however, the stipulation is ambiguous, the Board must seek to determine the parties' intent through normal methods of contract interpretation, including the examination of extrinsic evidence. If the parties' intent still cannot be

> discerned, then the Board determines the bargaining unit by employing its normal community-of-interest test. Id. at 1097.

The party seeking to exclude an individual from voting carries the burden of establishing that the individual is ineligible to vote. *Golden Fan Inn*, 281 NLRB 226, 230 fn. 24 (1986). Employees in the unit found appropriate who were employed immediately preceding the date of the Direction of Election or the approval of the consent agreement are eligible to vote if they are still employed at the time of the election. See, e.g., *United/Bender Exposition Service*, 293 NLRB 728, 733 (1989). To be eligible, an employee need be actively employed on the eligibility date and is ineligible if work begins after the eligibility date. *B.L.K. Steel, Inc.*, 245 NLRB 1347, 1353 (1980).

Seasonal employees may be eligible to vote, but the Board has limited its interpretation of seasonal employees to those employees who have a reasonable expectation of future employment. See, e.g., *Maine Apple Growers*, 254 NLRB 501 (1981) (finding employees had a reasonable expectation of future employment where the employer was completely dependent on seasonal labor, its labor requirements were relatively stable from one season to the next, and it rehired a substantial number of employees each season). In assessing the expectation of future employment for voting eligibility, the Board considers several factors including: "the size of the area labor force, the stability of the Employer's labor requirements and the extent to which it is dependent upon seasonal labor, the actual reemployment season-to-season of the worker complement, and the Employer's recall or preference policy regarding seasonal employees." Id. at 502. The Board applies a similar reasonable expectation of employment analysis to casual employees. See *See's Candy Shops, Inc.*, 231 NLRB 156, 157 (1977).

V. DISCUSSION AND ANALYSIS

The Petitioner challenged the ballots of Trey Bubak (Bubak), Michael Forrest (Forrest), Keeter Galusha (Galusha), and Roberto Soto (Soto) on the grounds that they were not seasonal or casual employees, and were therefore ineligible to vote. The parties entered into a Stipulated Election Agreement which includes "casual and seasonal carpet preparers and cleaners employed by the Employer[.]" The inclusion of this language contemplates on its face that casual and seasonal employees would be eligible to vote - apparently satisfying the first prong under *Caesar's Tahoe* if the individuals meet the criteria of casual or seasonal employees. However, the Stipulated Election Agreement does not provide that individuals are entitled to vote simply because a party categorizes them as casual or seasonal employees. Such an interpretation, without supporting facts, would allow a party to include or exclude individuals by a simple claim. Further, the parties did not reach agreement prior to the election on the specific individuals allowed to vote. Accordingly, it is necessary to determine whether the four challenged individuals were casual or seasonal employees in order to enforce the Stipulated Election Agreement.

A. The Challenged Individuals

Trey Bubak

Bubak was hired by the Employer on or about September 15, 2012 as a part-time carpet preparer and cleaner. (Tr. 101:21-22; ERX 4) Bubak worked continuous pay periods from approximately September 21, 2012 through the end of 2012. (ERX 9 at 1-2) His employment ceased when the Employer hired Drew and Jermaine Richardson, sons of supervisor Andy Richardson. (Tr. 52:6-16; 53:3-8; 54:15-25, 55:1; 66:2-25, 67:1-3; 100:17-25, 101:1-2; 132:3-5; UX 2) He was not told that he was released because the work was

seasonal, was not told that the Employer may recall him in the future, was not told he was on a recall list, and was not given any timeframe when the Employer's work may increase or if he may be needed again. (Tr. 115:9-25, 116:1-25; 117:1-25, 118:1)[3] He did not hear from the Employer until late August or early September, and returned to work in September based on three upcoming trade shows. (Tr. 101:8-10; 134:8-12; ERX 10 at 2)

Michael Forrest.

Forrest was hired on February 5, 2011 as a part-time carpet preparer and carpet cleaner, and worked sporadically throughout 2011 and 2012. (Tr. 103:7-8; ERX 1 at 9; ERX 3; ERX 8 at 2-3; ERX 9 at 2) He left employment for transportation-related reasons in late 2012. (Tr. 103:16-17; ERX 5) Like Bubak, Forrest did not return until late August, and had no contact with the Employer during the employment absence. (Tr. 55:10-12; 133:19-25, 134:1-2; ERX 5; ERX 10 at 4)

Keeter Galusha.

Galusha started working for the Employer on or about September 6, 2012, as a part-time carpet preparer and carpet cleaner, and worked through September 2012. (Tr. 107:23-24; ERX 3; ERX 6; ERX 9 at 3) Galusha left to pursue another job, after experiencing difficulties with Richardson, and had no conversations at that time regarding a possible return to employment. (Tr. 138:3-10) He has not worked again for the Employer although he had one relevant interaction with the Employer. The Employer did not call Galusha; he came to them in September where they discussed possible employment in exchange for eight hours of

[3] I do not credit General Manager Breedlove's assertion that he told Bubak that he would like to have him back for the busy season. As discussed elsewhere, Breedlove did not appear credible when discussing the four challenged voters, and there is no reason to believe that the Employer expected a "season" as discussed below or that it predicted a busy season in late 2012 or early 2013 when Bubak left. It concedes that it had not determined a course of action to address the developing work, and was considering outsourcing in late August 2013 before it contacted any of the challenged voters. I also do not credit Breedlove's assertion that he contacted Bubak a month or two after he left. (Tr. 131:16-18)

compensation, but Galusha chose not to return to work.[4] (Tr. 61:22-25, 62:1-4; 107:18-19; 108:11-24; 109:2-4; 116:17-25, 117:1-5; 134:21-25, 135:1-7; ERX 3 at 11; ERX 6; ERX 10 at 4)

Roberto Soto.

Soto was hired on January 21, 2012, as a part-time carpet preparer and carpet cleaner. (Tr. 110:9-10; ERX 3; ERX 7; ERX 9 at 9) He worked sporadically throughout 2012 and left the Employer's employment in December 2012 to look for another job. (Tr. 74:7-15; 76:4-7; 110:13-14; ERX 7; ERX 9 at 9) He worked steadily for the Employer, with brief periods of a few intermittent weeks without work, but nothing which approached several months. (Tr. 81:23-25, 82:1-9; ERX 9 at 9) He quit the same day that his girlfriend Courtney Richter was fired,[5] and after they decided that they were not coming back to work. (Tr. 68:13-25, 69:1; 76:14-15, 21-25; 77:11-14) Nothing was said to him when he left employment, including nothing about returning to work at a later date. (Tr. 137:20-23) Soto was not contacted again until late August when the Employer determined that it would need additional assistance, and he had not heard anything from the Employer since he left in 2012.[6] (Tr. 111:20-24; 134:18-20) He started working again within two weeks before the Union election after General

---

[4] I do not credit the Employer's claim that it sought to recall Galusha to serve as a lead for his significant amount of experience and do not credit that it maintained Galusha on its recall list based on this experience. The Employer could not explain why, if Galusha was so desirable, it had not attempted to call him since his 2012 departure, especially in light of the Employer's hiring of an outside individual over recalling or even contacting any of the challenged voters. Further, General Manager Breedlove did not appear credible as he appeared physically uncomfortable when asked why he had not contacted the challenged individuals if they were truly as desirable as claimed at hearing. Moreover, it is difficult to believe that an employee would attain such value where his employment lasted only three weeks.

[5] I do not credit Breedlove who asserted that Richter was not fired, but credit Neely who testified that she was fired. Breedlove corrected himself on at least one occasion, stating that she was not doing her duties, and then asserted that she walked off of her job. (Cf. Tr. 68:24; 137:11-19; 156:18-25, 157:1)

[6] Similarly, I do not credit the Employer's claim that Soto was such a "go-to guy" that it maintained his status on any recall list or had communicated any reason for him to have any expectation of reemployment for the reasons previously discussed. (Tr. 112:1-3)

Manager Breedlove called him and said he might have some work available. (Tr. 74:16-25, 75:1-3; 79:14-25, 80:1-3; ERX 7; ERX 10 at 9)

B. The Parties' Arguments

The Petitioner argues that the Employer's labor demand is not seasonal, but is merely variable. It relies, in part, on the Employer's scheduling of employees on an as-needed basis based on business demand, the lack of employment for at least nine months prior to the eligibility date, and that none had been re-hired prior to the eligibility date. It therefore asserts that the employees were not seasonal, had no expectation of future employment, and were therefore ineligible to vote.

The Employer argues that each of the challenged individuals was an eligible voter because they were employed during the twelve-month period ending July 28, they performed work during its primarily busy season of September to November, and suggests that the four challenged employees were temporarily laid off. The Employer asserts that the challenged employees had a reasonable expectation of reemployment in the future employment and were therefore seasonal employees which should be included in the bargaining unit as seasonal or casual employees.

C. The Challenged Voters were Not Seasonal Employees

The instant situation is distinguishable from *Maine Apple Growers*, 254 NLRB 501 (1981). Based on the evidence presented, I first find that the Employer is not completely dependent on any claimed seasonal labor. Second, I find that its labor requirements are not relatively stable from one claimed season to the next. To the contrary, the labor requirements are variable, uncertain and unpredictable. Third, I find that the Employer did not rehire a substantial number of employees each season. The Employer did not have a season to

consider. Even assuming that the Employer rehired the four challenged voters for its claimed season, I would not find that it rehires a substantial number of employees each season. The four challenged voters' prior work history, collectively and individually, did not fit any pattern of seasonal employment as further discussed below. Finally, the Employer did not have a recall or preference policy regarding seasonal employees. As further discussed below, I do not credit the Employer's claimed use of a recall list, or General Manager Breedlove's assertion that he maintained a list of core or "go-to" guys which included the four challenged voters. Contrary to the Employer's assertion, the Employer does not appear to be an employer with seasonal work, but rather hires extra employees on an as-needed basis. Cf. *Turner Industries Group, LLC,* 349 NLRB 428, 434 (2007) (rejecting the employer's assertion that it was a seasonal employer, or that the employees were seasonal or temporary where the employees were hired on an as-needed, and not seasonal, basis).

I did not find General Manager Breedlove to be a generally credible witness. He appeared more anxious to testify than would be expected for someone in his position. His posture and demeanor demonstrated anxiousness at several times while testifying, especially when questioned about the individuals whose ballots were challenged. He avoided questions on several occasions by providing answers which were unresponsive to the question when he was asked questions which were problematic for the Employer. I found that he tended to state conclusions to questions, but that he lacked an underlying basis in support of his assertions. In contrast, when he was asked about an employee who was omitted from the *Excelsior* list, his testimony appeared much more sincere when he conceded that he accidentally omitted the individual from his preferred list and the corresponding *Excelsior* list.

I do not credit the Employer's assertions that it has an established busy season, and did not find Breedlove to be a credible witness in this regard. (Tr. 105:15-17; 114:14-15) The Employer did not have seasonal work. The Employer relies on trade shows which occurred in late 2012, but there was no reason to believe that the Employer would receive the same or similar work in 2013. The Employer has no commitments for future work or reason to believe it would receive contracts for the three particular shows it relies upon, or any other work expectation which would support its assertion of seasonal work, and conceded the variable and as-needed basis for its labor needs.

I also do not credit Breedlove's assertion that the employees know the seasonal nature of the work or that the four challenged voters had any expectation of future employment. This assertion was undercut during cross examination after Breedlove made assertions without any basis to support his claims, including that the employees were aware of the recall list. (Tr. 114:23-25, 115:1, 24-25, 116:1-16; 117:6-25, 118:1) Moreover, the Employer could not explain why, if it expected an increase labor need based on seasonal work, that it did not realize until late August that it needed extra help, including the help of the four challenged individuals. The fact that the Employer did not realize until late August that it needed extra help undercuts its argument that the work was seasonal, or that there was any expectation of seasonal work. More importantly, it is difficult to conceive how, if the Employer did not realize until August that its workload required additional help, that it would have communicated this unforeseen need several months earlier when the four challenged individuals left employment for various reasons. It seems counter-intuitive to claim that there was a reasonable expectation for future employment in late 2012 or early 2013 when the Employer did not foresee a need until late-August. The four challenged individuals could not

have had any expectation of reemployment in late 2012 or early 2013 when the Employer did not know it would have a need until late August and was uncertain whether it would work employees directly or whether it would outsource the work. (Tr. 108:17-20)

The Employer claims that each of the challenged voters was employed during the peak season. However, the challenged employees worked a variety of hours and periods which do not correlate to each other or to any claimed season. Further, each left employment for various reasons unrelated to any claimed end of season. At the time that each of the challenged voters left employment, there was no reason to expect that there would be any repetition of work in the following year, and no information was given to the employees to that effect. As previously discussed, the Employer could not have given knowledge to the employees of future employment when the Employer could not predict its future work at the time each of the individuals stopped working. Accordingly, there was no reason for the employees to have any future expectation of reemployment based on any work during any claimed peak period as asserted by the Employer.

I do not credit the Employer's alleged reliance on its recall list and I reject Breedlove's assertion that each of the four challenged voters was a "go-to" or core person maintained on a recall list. (Tr. 112:1-3, 22-25, 113:1-3; 154:21-24; UX 2) Breedlove could not satisfactorily explain why it had not contacted any of the challenged voters in the several months which had passed since their employment ceased if they were so desired, and why it had not contacted any of the challenged voters to cover needed manpower for the three upcoming shows before it hired Walter Esquivel - a new employee who was hired on July 24. (Tr. 70:25, 71:1-3, 22-23; 119:20-25, 120:1-2; 141:8-25, 142:1-10; 159:17-25, 160:1-5) I further find the Employer's asserted reliance on its recall list to be unconvincing where Breedlove did not

refer to the list prior to hiring Esquivel. (Tr. 159:17-25, 160:1-5, 23-25, 161:1-7) Breedlove spoke with conclusions that he could not support with underlying facts, and appeared especially evasive on this issue, apparently attempting to avoid the questions about why he had not contacted any of the challenged voters prior to hiring Esquivel, but eventually admitted that he made no attempts to contact them. (Tr. 142:8-25, 143:1-11)

No recall information was given to the employees when they left employment. Each of the challenged employees had not worked for the Employer for several months and none of them were contacted about reemployment until after the Stipulated Election Agreement was signed. (Tr. 142:12-25, 143:1-8) Further, the fact that at least one employee was newly hired during 2013, without recalling any of the challenged employees, undercuts the Employer's argument that there was any preference given to any recall list even if it included the names of the challenged employees. Under these circumstances, I find that none of the challenged voters had a reasonable expectation of reemployment. Cf. *Baumer Foods, Inc.*, 190 NLRB 690 (1971) (finding seasonal employees had a reasonable expectation of employment where it laid off seasonal employees at the end of the season, and gave hiring preference to former seasonal employees who applied for work).

There are additional individual reasons to find that that each challenged voter did not have a reasonable expectation of reemployment in addition to the reasons previously discussed which applied to all of them. Bubak would not have had any expectation of employment after Richardson hired his sons and his employment ended. When Bubak was effectively forced out of a position in which he could have continued to work, and was replaced with two employees, there would be no reason for him to believe that his season had ended, or that there was a possibility for future employment. Soto could not have believed

there was future employment when he quit on the same day that his girlfriend was fired. Further, his sporadic work history and lack of Employer communication regarding future employment would not provide any indication of any seasonal or recurring work, especially after he quit. Galusha quit to pursue another job after difficulties with Richardson and did not discuss future employment prior to his departure. The lack of any expectation is further supported by the fact that he did not return to work but was simply paid to discuss whether he was interested in returning to work. There is no reason for Forrest to believe there were any possibilities for future employment where he had worked sporadically throughout 2011 and 2012, and left for transportation reasons as opposed to leaving because the work had dwindled at the conclusion of any season.

Based on the evidence as set forth above, I find that the Petitioner has met its burden of establishing that Bubak, Forrest, Galusha, and Soto were not seasonal or casual employees and did not have a reasonable expectation in reemployment such that they should have been eligible to vote, and I recommend the challenge to the ballots be sustained.

VI. RECOMMENDATIONS

Based on the foregoing, I recommend that the challenges to the ballots of Bubak, Forrest, Galusha, and Soto be sustained. Considering that three votes were cast for the Petitioner and two against, I further recommend that a Certification of Representative issue.

As provided in the Regional Director's Order directing the hearing herein, any party may, within 14 days from the issuance of this report, file with the Board in Washington, D.C. an original and one (1) copy of exceptions thereto with supporting brief, if desired. A statement of service demonstrating simultaneous service on all parties and the regional Director for the Twenty-Eighth Regional Office of the Board should accompany any

exceptions filed with the Board. The foregoing is in accordance with Section 102.69 of the Board's Rules and Regulations, which governs the procedure to be followed to make requests for extensions of time to file exceptions, supporting briefs, or answering briefs in response to exceptions, if desired. In the event that no exceptions are timely filed herein, the Board may forthwith decide the matter upon the record or make any other disposition it deems appropriate.

Dated at Las Vegas, Nevada, this 6th day of December 2013.

Respectfully submitted,

/s/ Larry A. Smith

Larry A. "Tony" Smith
Counsel for the Acting General Counsel
National Labor Relations Board
Region 28 – Las Vegas Resident Office
600 Las Vegas Boulevard South, Suite 400
Las Vegas, NV 89101-6637
Telephone: (702) 388-6012
Facsimile: (702) 388-6248
E-Mail: Larry.Smith@nlrb.gov

CERTIFICATE OF SERVICE

I hereby certify that the **HEARING OFFICER'S REPORT AND RECOMMENDATIONS ON THE CHALLENGED BALLOTS** was served via E-Gov, E-Filing, and electronic mail, on this 6th day of December 2013, on the following:

Via E-Gov, E-Filing:

Gary W. Shinners, Executive Secretary
National Labor Relations Board
Office of the Executive Secretary
1099 14th Street NW
Room 11602
Washington, DC 20570

Via Electronic Mail:

Gregory J. Kamer, Attorney at Law
Kamer Zucker Abbott
3000 W Charleston Blvd Ste 3
Las Vegas, NV 89102-1990
E-Mail: gkamer@kzalaw.com

Eric B. Myers, Attorney at Law
Davis Cowell & Bowe LLP
595 Market St
San Francisco, CA 94105-2821
E-Mail: ebm@dcbsf.com

/s/ Dawn M. Moore

Dawn M. Moore, Election Assistant
National Labor Relations Board
Region 28 - Las Vegas Resident Office
600 Las Vegas Boulevard South, Suite 400
Las Vegas, Nevada 89101-6637
Telephone: (702) 388-6417
Facsimile: (702) 388-6248
E-Mail: dawn.moore@nlrb.gov