

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

* * * * *

I.S.S. ACTION, INC.

Employer,

and

Case 15-RC-120239

**GULF COAST SECURITY
PROFESSIONALS ASSOCIATION**

Petitioner,

and

**INTERNATIONAL UNION, SECURITY
POLICE, AND FIRE PROFESSIONALS
OF AMERICA (SPFPA), LOCAL 711**
Union

* * * * *

DECISION AND DIRECTION OF ELECTION

Upon a Petition filed under Section 9(c) of the National Labor Relations Act (Act), as amended, a hearing was held before a Hearing Officer of the National Labor Relations Board (Board) in New Orleans, Louisiana, on January 21, 2014. Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

I. Summary of Findings

Gulf Coast Security Professionals Association (Petitioner) filed a Petition seeking to represent certain employees of I.S.S. Action, Inc. (Employer), including all regular and reserved armed security officers employed by the Employer, at the Government Printing Office, John C.

Stennis Space Center in Hancock County, Mississippi.¹ The International Union of Security, Police, and Fire Professionals of America (SPFPA), Local 711 (Intervenor Union) intervened in the proceedings, and at hearing, argued that the Petitioner is not a labor organization within the meaning of the Act. Tr. at 16, 23-25.² The Intervenor Union also asserts the petition should be dismissed, having been untimely filed and barred by contract. *Id.*

As explained more fully below, I find that Petitioner is a labor organization within the meaning of the Act. Further, I find the petition is not barred by contract, as a conflict among the various termination dates within the contract make it unfeasible for a third party to discern the appropriate time for filing a representation petition. I am therefore directing election.

II. Preliminary Findings³

The parties have stipulated (Tr. at 13-14, 11-2), and I hereby find:

The Employer, a New York corporation, with a place of business in New York, New York, is engaged in the operation of providing security guard services, and provides these services at the Government Printing Office (GPO) of the John C. Stennis Space Center in Hancock County, Mississippi, (Stennis Space Center) the only facility involved herein. Annually, the Employer, in the course and conduct of its business operations, purchases and receives goods and services valued in excess of \$50,000 from outside the State of New York. Therefore, the Employer is an employer within the meaning of Section 2(2) of the Act and is engaged in commerce and affects commerce within the meaning of Section 2(6) of the Act.

¹ Petitioner moved to amend the unit described in the Petition (which previously included “All regular and reserved armed security officers employed by the Employer at its Stennis Space Center, Mississippi location.”) at the hearing. Tr. at 18, lines 7-12. Over objections raised by both other parties, the Hearing Officer amended the unit, as described. Tr. at 21, lines 13-17.

² References to the transcript in this matter are designated as “Tr. at.” An Arabic numeral(s) after “Tr. at” is a reference to a specific page of the transcript, and Arabic numerals following page citations reference specific lines of the page cited. References to the Joint Exhibits and the Intervenor’s Exhibits will be designated as “J- #”, and “I- #,” respectively, with the appropriate number or numbers for those exhibits.

³ The Hearing Officer’s rulings made at the hearing are free from prejudicial error and are hereby affirmed.

III. Facts

a. History and Operations of Petitioner

Petitioner is a fraternal organization, and first officially organized on or about September 18, 2013, as a limited liability company. Tr. at 57, 18-23. Employees within the bargaining unit participate in the organization by attending meetings and voting in internal elections (Tr. at 56, 2-4), and have done so on at least one occasion (Tr. at 56, 5-9). The organization exists, at least in part, for dealing with employers concerning conditions of work. Tr. at 56, 10-14. The organization has not collected dues (Tr. at 61, 22-23), is not affiliated with any larger international or national union (Tr. at 54, 16-18), and has not filed any Labor Organization Reports with the Department of Labor Office of Labor-Management Standards (Tr. at 53, 7-11). The organization has bylaws and a constitution, though neither has been ratified by members. Tr. at 50, 14-22. Petitioner has an Executive Board, comprised of members who took the positions in unopposed elections. Tr. at 52, 5-25.

b. History of the Employer and Intervenor Union's Collective Bargaining Agreement

Prior to 2012, Paragon Systems, Inc. (Paragon) was the primary contractor for security guard services at the Stennis Space Center (including the GPO) and was party to a collective bargaining agreement with the Intervenor Union. In 2010, the Small Business Administration (SBA) mandated that the security guard services at the Stennis Space Center must be awarded to a qualifying "8(a) company."⁴ The Employer (one such qualifying 8(a) company) and Paragon entered into an agreement in which the Employer would become the primary contractor for security services at the Stennis Space Center, while Paragon would remain as a subcontractor,

⁴ The SBA through its Office of Government Contracting & Business Development and pursuant to Section 8(a) of the Small Business Act of 1988, ensures that a certain amount of prime government contracting dollars are granted to women-owned small businesses or other similarly "small disadvantaged businesses."

beginning on February 1, 2012. To reflect the change in the primary contractor as party to the parties' collective bargaining agreement, Paragon, the Employer, and the Intervenor Union signed a collective bargaining agreement on January 31, 2012, which ostensibly would be effective for the time remaining on the previous contract between Paragon and the Intervenor Union.⁵ Tr. at 38, 15-19. This agreement is the contract at issue in this case.

As there are three bargaining units performing guard services at the Stennis Space Center, Paragon, the Employer, and the Intervenor Union executed three separate, but nearly identical, agreements on January 31, 2012. *See* J-1, I-1, and I-2. All three agreements were negotiated simultaneously. Tr. at 65, 10-15. Representatives of the Employer and the Intervenor Union testified that all three agreements were intended to be effective from the same starting date through the same ending dates. Tr. at 38, 20-25; Tr. at 88, 8-21.

c. Terms of the Employer and Intervenor Union's Collective Bargaining Agreement

As noted above, the collective bargaining agreement concerning the bargaining unit described in Petitioner's petition was executed on January 31, 2012. J-1, at 32. The first page of the contract is a title or cover page, containing the names of the parties and their logos, the bargaining unit, the name of the employees' facility, and a range of dates. J-1, at 1. The date states, "February 1, 2012 – March 21, 2014," and is unembellished in that it is not modified or described in any way. For instance, the date does not read "Effective from:" or "Duration:," but rather, it is simply two dates at the bottom of the page. The two other collective bargaining agreements executed by the parties simultaneously with the contract at issue have virtually identical cover pages, with the exceptions that the bargaining units are described differently, and

⁵ Though Paragon is a party to the contract at issue here, the parties, including Paragon, agreed that Paragon is no longer involved in performing security services at the Stennis Space Center, and therefore did not participate in this case.

the unembellished dates on the bottom of those cover pages read “February 1, 2012 – September 15, 2014” (I-1, at 1) and “February 1, 2012 – September 14, 2014.” I-2, at 1.

Pages 2 and 3 of the contract at issue list the Table of Contents within the collective bargaining agreement. J-1, at 2-3. The very last item on the table of contents is “ARTICLE 29 – DURATION.” *Id.* Page 32 of the contract contains “ARTICLE 29 – DURATION,” and reads:

Section 29.1 This Agreement becomes effective February 1, 2012 and will remain in full force and effective until midnight, September 15, 2014, and from year to year thereafter, unless either party gives written notice, not less than sixty (60) days, immediately prior to the expiration date of its intention to amend, modify, or terminate this agreement.

Article 29, and the Agreement in full, is signed and dated by the parties, under the caption: “IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement in full acknowledgement of their intention to be bound by the Agreement this 31st day of January, 2012.” The duration clause in the contract at issue is identical to those in the other two agreements executed on January 31, 2012. I-1, at 31; I-2, at 33.

The Chief Executive Officer of the Employer, who participated in the negotiations of the three contracts on January 31, 2012, testified that she believed the disparity between the unembellished dates on the agreement’s cover page and the specific dates listed in the Duration clause of the agreement could be explained by typographical errors on the cover page. Tr. at 41, 16-20. A representative for the Intervenor Union, who also participated in the negotiations of the three contracts on January 31, 2012, testified that he likewise believed the cover page contained typographical errors in the dates. Tr. at 67, 21-24.

Pages 33 and 34 of the contract at issue each contain a “LETTER OF UNDERSTANDING,” respectively. J-1, at 33, 34. Both Letters of Understanding concern health and welfare benefit contributions to be made by the Employer to employees. *Id.* Both Letters of Understanding also contain identical introductory paragraphs, which read:

The Union, International Union, Security, Police, and Fire Professionals of America (SPFPA) and its Amalgamated Local 711 and the Company, ISS Action Inc. (Prime Contractor) and Paragon Systems, Inc. (Sub-Contractor) agree to amend the Current Collective Bargaining Agreement representing the Security Officer Employees at the Government Printing Office, John C. Stennis Space Center in Hancock County, Mississippi, as certified by the National Labor Relations Board in Case Number 15-RC-8799, that has a March 24, 2014 expiration date, as is with the following exception:

The first Letter of Understanding was signed by the same parties to the contract at issue on September 14, 2012. J-1, at 33. The second Letter of Understanding was signed by the same parties to the contract at issue on September 12, 2013. J-1, at 34. At hearing, no witnesses were asked about or testified regarding the conflict in the termination dates contained within the Letters of Understanding and the contract itself.

IV. Analysis

a. Petitioner's Status as a Labor Organization

Section 2(5) of the Act defines a labor organization as: "Any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work." 29 U.S.C. § 152(5). The statute therefore requires two elements: employee participation, and the purpose of dealing with employers concerning conditions of work.

Petitioner, though only a fraternal organization with a short history, satisfies the requirement of employee participation. In *Electromation, Inc.*, the Board held that "any group... may meet the statutory definition of "labor organization" even if it lacks a formal structure, has no elected officers, constitution or bylaws, does not meet regularly, and does not require the payment of initiation fees or dues." 309 NLRB 990, 994 (1992). A representative for the Petitioner testified that employees of the Employer have met on at least one occasion and voted

on internal affairs. Tr. at 56, 2-9. As noted above, the organization has bylaws and a constitution (Tr. at 50, 14-22) and an Executive Board, comprised of members who took the positions in unopposed elections. Tr. at 52, 5-25. As the employees in Petitioner's organization have conducted a meeting and a vote, elections, and prepared a constitution and bylaws, these employees have "participated" in Petitioner's organization, sufficient to satisfy this element of the statutory prerequisite.

Petitioner also meets the second element of Section 2(5), in that it exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. The Board has long held that the statutory term "dealing with" encompasses more than collective bargaining with an employer, *see e.g., E.I. DuPont de Nemours & Co.*, 311 NLRB 893 (1993), but collective bargaining with an employer would certainly constitute "dealing with" an employer under the Act. A representative for Petitioner testified that Petitioner's organization "absolutely" exists, at least in part, for the purpose of dealing with employers concerning conditions of work or other topics (Tr. at 57, 10-14), and his testimony is corroborated by virtue of Petitioner filing the instant petition. Petitioner seeks to become the certified collective bargaining agent for employees specifically to deal with the Employer concerning working conditions.

Therefore, as Petitioner is an organization in which employees have participated and which exists for the purpose of dealing with the Employer concerning conditions of work, I find that Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

b. Previous Collective Bargaining Agreement as a Contract Bar to the Petition

The Board established the contract bar doctrine to achieve "a finer balance between the statutory policies of stability in labor relations and the exercise of free choice in the selection or

change of bargaining representatives.” *Appalachian Shale Products Co.*, 121 NLRB 1160, 1161 (1958). Based on this intent, the Board has required that in order to act as a bar to a petition, “a collective bargaining agreement must contain substantial terms and conditions of employment deemed sufficient to stabilize the bargaining relationship.” *Madelaine Chocolate Novelties, Inc.*, 333 NLRB 1312, 1312 (2001). The effective dates and the expiration date of the contract are such “substantial terms,” and contracts having no fixed duration will not serve as a contract bar to a petition. *Cind-R-Lite Co.*, 239 NLRB 1255, 1256 (1979). A contract will not serve as a bar to a petition if there is a conflict among its various effective dates, as such conflicts make it impossible for third-parties to discern the appropriate time to file a representation petition. *South Mountain Healthcare & Rehabilitation Center*, 344 NLRB 375, 375 (2005).

i. Relevance of Parol Evidence

The Intervenor Union introduced substantial parol evidence at hearing, and argues that parol evidence may be considered pursuant to both Board law and general legal rules of contract equity and interpretation. In *Cook County School Bus, Inc.*, 333 NLRB 647 (2001), the Board affirmed an administrative law judge’s ruling in which the judge relied on the parties’ intent in making his decision, holding that “the parties conduct should be governed by what they agreed to and not by what was mistakenly put in the contract.” *Id.* at 651. *Cook County School Bus*, like the present case, concerned whether a collective bargaining agreement contained sufficient terms to serve as a contract bar to a petition, and also like the present case, revolved around what could have been considered a typographical error. *Id.* at 649. In relying in part on parol evidence, the administrative law judge cited *Americana Healthcare Center*, 273 NLRB 1728 (1985), in which the Board stated, “where a written agreement is not in conformity with the actual intent of the parties, a court of equity will reform the writing in accordance with that intention,” and further,

“[i]t is clear that the courts will enforce Board orders requiring a party to execute a contract reflecting the actual agreement of the parties, and this principle supports reformation of the written contract herein.” *Cook County School Bus*, 333 NLRB at 653, citing *Americana Healthcare Center*, 273 NLRB at 1733.

Cook County School Bus, however, remains an outlier, and in virtually all instances the Board has firmly held that the length of the term of a contract must be ascertained without resort to parol evidence for it to be considered a contract bar. *South Mountain Healthcare*, 344 NLRB at 375; *Cind-R-Lite*, 239 NLRB at 1256; *Cooper Tire & Rubber Co.*, 181 NLRB 509, 509 (1970). Despite his reliance on parol evidence, the administrative law judge in *Cook County School Bus* even recognized as much, in citing *Union Fish Co.*, 156 NLRB 187 (1965) for the proposition that the length of the term of the contract must be found without resort to parol evidence. *Cook County School Bus*, 333 NLRB at 653. Perhaps most clearly, the Board found in *Jet-Pak Corporation* that the Regional Director erred in considering extrinsic evidence when issuing a decision on a contract bar and stated, “Thus, in determining whether a contract serves as a bar to an election, we are permitted only to examine the terms of the contract as they appear within the four corners of the instrument itself.” 231 NLRB 552, 553 (1977).

I will decline to consider any parol evidence in this matter. As noted above, despite the Board affirming the administrative law judge’s opinion in *Cook County School Bus*, the Board has long held that parol evidence must not be considered, so that employees and outside unions may look to a contract to determine the appropriate time to file a representation petition. *South Mountain Healthcare*, 344 NLRB at 375, and that it is an error for the Regional Director to do so in a decision. *Jet-Pak*, 231 at 553. Incidentally, there is no relevant parol evidence worth considering, as the hearing failed to produce testimony or other extrinsic evidence relevant to the

critical conflict among effective dates within the contract: that between the termination date listed in the duration clause and the termination dates listed in the subsequently signed two Letters of Understanding.

ii. Duration of the Contract

The Board's recent decision in *South Mountain Healthcare & Rehabilitation Center* stands for the proposition that an effective date and expiration date are material terms of a contract necessary for the contract to serve as a bar to a petition. 344 NLRB at 375. In *South Mountain Healthcare*, the employer and the intervenor union negotiated a Memorandum of Agreement (MOA). *Id.* The MOA was dated "March 5, 2004" on the upper left-hand corner of its first page. *Id.* The intervenor signed the MOA on March 5, 2004, and the employer signed the MOA on March 9, 2004. *Id.* Some of the benefits of the MOA were to be effective April 1, 2004, and later wage increases were effective July 1, 2004. *Id.* at 375-76. The MOA stated its duration was "[f]our (4) years." *Id.* at 375. The MOA did not label any of its contained dates as the effective or termination dates of the MOA. There, the Board found that "the actual effective date of the MOA cannot be determined from the four corners of the document." *Id.* The Board reasoned there could be four possible effective dates (the date the intervenor signed the MOA, the date the employer signed the MOA, or the two dates when the various benefits were to be effective). *Id.* at 375-76. Moreover, the Board stated, "the contract does not specify an expiration date, which could help identify the contract's effective date." *Id.* at 376. Accordingly, the Board held that the MOA did not set forth an ascertainable effective date or expiration date and could not serve as a contract bar to a petition. *Id.*

In *South Mountain Healthcare*, the Board relied on *Cooper Tire & Rubber Co.*, 181 NLRB 509 (1970), for the notion that an effective date and expiration date are material terms of

a contract necessary for the contract to serve as a bar to a petition. 344 NLRB at 375. *Cooper Tire* elucidates what the Board looks for in determining whether there are substantial dates to stabilize the bargaining relationship, as necessary for a contract bar. In *Cooper Tire*, the Board found that a contract constituted a bar to the petition even though “the effective and terminal dates of [the] contract *are not* set out in the duration clause by the exact month and day.” 181 NLRB at 509 (emphasis added). In the absence of specific terms in the duration clause, the Board examined the contract as a whole and found that an exact, three-year term could be construed from the provisions in the document. *Id.* In other words, no third party could determine any other set of effective dates when reading the contract as a whole.

Here, the unembellished dates on the cover page of the contract read “February 1 – March 21, 2014.” J-1, at 1. The dates on the cover page of the contract are not labeled as “Duration:” or “Effective from” or any other type of modifier that would indicate that the dates on the cover were the terms of the contract’s duration. For this reason, contrary to what was urged by Petitioner and its representatives at hearing, I give little weight to their relevance in an examination of the four corners of the contract.

Article 29 of the contract, titled “DURATION,” states: “This Agreement becomes effective February 1, 2012 and will remain in full force and effective until midnight, September 15, 2014....” J-1, at 32. However, the three signatories to the contract chose to amend the contract twice after it was initially signed on January 31, 2012, which is evidenced not by any parol evidence, but rather by the four corners of the full contract itself.⁶ Based on the first Letter of Understanding attached to the contract, on September 14, 2012, the parties agreed to amend the “Current Collective Bargaining Agreement representing the Security Officer Employees at

⁶ It is worth noting again that the contract at issue, J-1, was submitted as a joint exhibit by all three parties (including the Intervenor Union).

the Government Printing Office... *that has a March 24, 2014 expiration date.*” J-1, 33 (emphasis added). Based on the second Letter of Understanding attached to the contract, approximately one year later, the same three parties again agreed to amend the “Current Collective Bargaining Agreement representing the Security Officer Employees at the Government Printing Office... *that has a March 24, 2014 expiration date.*” J-1, 34.

While the terms within the duration clause of Article 29 set out the exact month and day of the effective dates of the contract, the Board’s decision in *Cooper Tire* demonstrates that this alone is not dispositive. 181 NLRB at 509. Instead, as further shown in *South Mountain Healthcare*, proper analysis requires that every clause be considered to determine whether there is only one possible conclusion as to the effective dates of the contract, or whether there are multiple possible effective dates. 344 NLRB at 375-76. Here, there is a direct conflict between the termination date listed in Article 29’s duration clause (September 15, 2014) and that cited in the amendments to the contract (March 14, 2014) and reasonably implied on the first page of the contract (March 14, 2014). Accordingly, there are multiple possible effective dates of the contract.

In *South Mountain Healthcare* and *Cooper Tire*, the Board stated that employees and outside unions must be able to look at the terms of the contract to determine the appropriate time to file a representation petition. *Id.* Looking only at the four corners of the document, it is impossible to ascertain whether the contract terminates on September 15, 2014, as stated in the duration clause of the initial contract, or on March 14, 2014, as implied on the first page of the contract and subsequently cited as the termination date in the two amendments to the contract. What little weight I give to the unembellished dates on the cover page of the contract is that,

while likely not terms of the agreement, they add further confusion to whether the contract terminates on September 15, 2014, or March 14, 2014.

Accordingly, I find that the contract at issue does not contain substantial terms and conditions of employment (specifically, an expiration date) sufficient to stabilize the bargaining relationship. Absent these terms, a contract cannot serve as a bar to a petition. *Cind-R-Lite Co.*, 239 NLRB at 1256. A petition must be filed not more than ninety days but over sixty days before the end of the contract bar period, and in this case, that date is unascertainable from the contract.

V. Conclusion

I find that the Petitioner is a labor organization within the meaning of the Act. I further find that, for the reasons stated above, the existing collective bargaining agreement between the Employer and the Intervenor Union does not contain substantial terms and conditions of employment to serve as a bar to the petition in this case. Based on the foregoing, I will DIRECT AN ELECTION in the unit including all regular and reserved armed security officers employed by the Employer, at the Government Printing Office, John C. Stennis Space Center in Hancock County, Mississippi, pursuant to the guidelines found below.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit described above. The employees will vote whether or not they wish to be represented for purposes of collective bargaining by the Gulf Coast Security Professionals Association, or by the International Union of Security, Police, and Fire Professionals of America, Local 711, or not at all. The date, time and place of the election will be specified in the Notice of Election that the Board's Regional Office will issue subsequent to this Decision.

Eligibility to Vote

Eligible to vote in the election are those in the unit who were employed during the payroll period ending immediately before the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

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

List of Eligible voters

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 US 759 (1969). Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list containing the full names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). The list must be of sufficiently large type to be clearly legible. To speed both

preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). Upon receipt of the list, I will make it available to all parties to the election.

To be timely filed, the list must be received in the Regional Office on or before **February 14, 2014**. No extension of time to file the list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission to 504-589-4069. Since the list will be made available to all parties to the election, please furnish a total of two copies, unless the list is submitted by facsimile, in which case no copies need be submitted. If you have any questions, please contact the Regional Office.

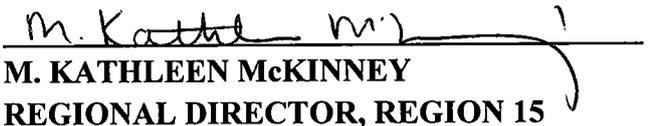
Posting Obligations

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 minimum of three (3) working days prior to the date of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least five (5) full working days prior to 12:01am of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on non-posting of the election notice.

RIGHT TO REQUEST REVIEW

Under the provision 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, D.C. 20570. This request must be received by the Board in Washington, D.C., by **February 21, 2014**. The request may be filed electronically through the Agency's website, www.nlr.gov, but may not be filed by facsimile.

SIGNED and DATED at New Orleans, Louisiana this 7th day February, 2014.


M. KATHLEEN McKINNEY
REGIONAL DIRECTOR, REGION 15
NATIONAL LABOR RELATIONS BOARD
600 SOUTH MAESTRI PLACE, 7TH FLOOR
NEW ORLEANS, LOUISIANA 70130-3408

ATTACHMENT

There is attached hereto a Waiver (Form NLRB-4480). This waiver is enclosed for the convenience of the parties who wish to waive their right to request a review. Receipt of a waiver from all parties will enable this office to schedule an election at an early date. In the event any party does not wish to waive, and intends to request review of this decision, they are hereby advised that they must file a request for review with the Board in Washington, D. C., within 14 calendar days from the receipt of this decision. See 102.67 of the Board's Rules and Regulations.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

WAIVER

IN THE MATTER OF _____
(Name of Case) *(Number of Case)*

PURSUANT TO SECTION 102.67 AND 102.69 OF THE RULES AND REGULATIONS OF THE NATIONAL LABOR RELATIONS BOARD, THE UNDERSIGNED PARTY WAIVES ITS RIGHT TO REQUEST REVIEW OF OR FILE EXCEPTIONS TO THE REGIONAL DIRECTOR'S AND/OR HEARING OFFICER'S

_____ IN THE ABOVE-
(Name of document or applicable documents)

CAPTIONED MATTER _____ OR CHECK IF DOCUMENT NOT YET ISSUED
(Date of document)

(Name of Party)

BY _____
(Name of Representative)

(Title)

DATE _____