

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

MCI COMMUNICATIONS SERVICES, INC.
d/b/a VERIZON BUSINESS¹

Employer

and

Case 4-RC-123386

COMMUNICATION WORKERS OF AMERICA,
DISTRICT 2-13, AFL-CIO

Petitioner

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

The Petitioner seeks an *Armour-Globe* election to add four or five Senior Technicians – Facilities (STFs), who are currently unrepresented, to an existing unit. That unit includes approximately 5,000 Verizon employees in Pennsylvania and encompasses a wide range of job classifications. The Employer contends that the petitioned-for employees do not share a community of interest with employees in the existing unit and should therefore not be included in that unit. Because the STFs and employees in certain bargaining unit classifications perform similar duties and share common supervision, and because the existing unit already includes a diverse group of employees with varying duties and wage levels, I find that the STFs share a community of interest with the existing unit, and I shall order the petitioned-for *Armour-Globe* election.²

The Petitioner filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act. A Hearing Officer of the Board held a hearing, and the parties filed briefs.³

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

² The existing contract is between Communications Workers of America, AFL-CIO, (CWA) on behalf of its affiliated Local 13000, and three companies - Verizon Services Corporation (VSC), Verizon Pennsylvania, Inc. (VP), and Verizon Corporate Service Corp. (VCSC). The Employer, MCI Communications Services, Inc. d/b/a Verizon Business, stipulated for purposes of this case that it constitutes a single employer with VSC, VP, and VCSC within the Commonwealth of Pennsylvania. The contract is in effect until August 1, 2015.

³ In its brief, the Employer references its Motion Requesting Administrative Dismissal of Petition, which was filed prior to the hearing, but that document is not included in the record and cannot be relied upon in this Decision.

In this Decision, I will first present an overview of the relevant Verizon operations. Then, I will review the factors that must be evaluated in determining whether to direct an *Armour-Globe* election as sought by the petition. Next, I will set forth the relevant facts, including the duties, terms and conditions of employment, and supervision of the STFs and two classifications of technicians in the existing bargaining unit, to evaluate whether they have a community of interest. Finally, I will present the reasoning that supports my conclusion.

I. OVERVIEW OF OPERATIONS

Background

Verizon provides telecommunications services throughout Pennsylvania, and the Petitioner has represented Verizon's Pennsylvania employees for many years. Beginning in 1943, the Petitioner represented the employees of several of Verizon's predecessors, including Bell Atlantic Pennsylvania, Inc. and Bell Telephone Company of Pennsylvania.

In around 2006, Verizon acquired MCI Communications Corp., and certain MCI employees based in Pennsylvania were brought under the CWA contract and remain there today. Some technicians who were former MCI employees officially report to Verizon's King of Prussia office, but work in 13 different states throughout the mid-Atlantic corridor. The petitioned-for STFs were also former MCI employees, but they were not brought under the CWA contract. In this connection, the Petitioner's President testified that the Petitioner was unaware of the existence of these STFs at the time of Verizon's acquisition of MCI.⁴ He further stated that he believes the STFs are the only unrepresented technicians remaining at Verizon facilities in Pennsylvania. At the hearing, the Employer also stated that it was unaware of any other unrepresented technicians.

The Employer employs about 20 technicians who previously worked for GTE Corporation and were represented by the IBEW. When GTE merged with Verizon in 1998, these technicians became employees of Verizon and remain represented by the IBEW.

The existing CWA bargaining unit

The CWA contract covers a wide range of Verizon's Pennsylvania employees. The unit includes various types of technicians who assist the company's customers, as well as technicians who work at Verizon's facilities. These facilities include central offices, which house Verizon's temperature-sensitive switching telecommunications equipment. The CWA contract also covers various categories of customer support employees, payroll employees, logistics employees, technical support employees, drivers, clerks, and many other classifications. Some of the employees work in offices, and others work at customer facilities or at Verizon's outside facilities.

⁴ While the Employer in its brief asserts that the parties specifically excluded STFs from an agreement reached between the CWA and the Employer regarding the MCI technicians who were brought into the bargaining unit, there is no record evidence supporting this assertion.

The Employer has hundreds of buildings for its employees and equipment. Outside contractors perform much of the maintenance work on these buildings, but employees in two job classifications in the bargaining unit, Building Equipment Mechanics (BEMs) and Switching Equipment Technicians-Power (SETPs), also perform this type of work. The STFs also perform facility maintenance work.

The bargaining unit is limited to employees who work in Pennsylvania. However, the parties to the contract executed a letter agreement in August 2000 stating that Verizon may send unit employees to work in Delaware when the need arises after first seeking volunteers.

II. RELEVANT LEGAL STANDARDS

Armour-Globe elections

An *Armour-Globe* election may be conducted when the incumbent representative of employees in a partially-organized facility seeks to add a group of unrepresented employees to its existing unit. *Armour & Co.*, 40 NLRB 1333 (1942); *Globe Machine & Stamping Co.*, 3 NLRB 294 (1937). The voting group in an *Armour-Globe* election must bring the existing bargaining unit into conformity with a unit that the Board would find appropriate for collective bargaining. See *National Broadcasting Co.*, 202 NLRB 396, 397 (1973). It is necessary to determine the extent to which the employees to be included share a community of interest with unit employees, as well as whether the employees to be added constitute an identifiable distinct segment of the work force so as to constitute an appropriate voting group. *St. Vincent Charity Medical Center*, 357 NLRB No. 79 (2011); *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990), citing *Capital Cities Broadcasting Corp.*, 194 NLRB 1063 (1972).

In determining whether a group of employees possesses a separate community of interest, the Board examines such factors as whether employees have common supervision, skills and job functions, similarities in wages, hours and other terms and conditions of employment, contact and interchange, functional integration, and bargaining history, if any. *International Bedding Co. (IBC of Pennsylvania)*, 356 NLRB No. 168 (2011); *Publix Super Markets, Inc.*, 343 NLRB 1023 (2004); *Home Depot USA, Inc.*, 331 NLRB 1289 (2000). In *International Bedding*, supra, the Board emphasized that the petitioner's position regarding the scope of the unit is also a relevant consideration, citing *Marks Oxygen Co.*, 147 NLRB 228, 230 (1964).

The Act does not require that the unit for bargaining be the only or even the most appropriate unit. Rather, it requires only that the unit be an appropriate one. *Overnite Transportation Co.*, 322 NLRB 723 (1996); *P.J. Dick Contracting, Inc.*, 290 NLRB 150 (1988). Procedurally, the Board examines the petitioned-for unit first. If that unit is appropriate, the inquiry ends. *Wheeling Island Gaming, Inc.*, 355 NLRB 637 (2010); *Bartlett Collins Co.*, 334 NLRB 484 (2001). It is only where the petitioned-for unit is not appropriate that the Board will consider alternative units which may or may not be units suggested by the parties. *Overnite Transportation Co.*, 331 NLRB 662, 663 (2000).

III. FACTS

Senior Technicians - Facilities (STFs)

STFs are generally responsible for servicing, maintaining, and repairing building engineering and electrical systems and equipment, including heating, ventilation and air-conditioning (HVAC) systems, power systems, and alarm systems. More specifically, the summary of responsibilities set forth in their job description states:

Utilizes the technical skills required to inspect, operate, maintain, repair, and replace building mechanical/electrical systems and alarms at the facility. This would include AC Power, Switchgear, DC Power (Batteries and Rectifiers), UPS, Generators, Fuel tanks, HVAC, Water, Treatment, Boilers, Building Automation System and alarming/testing of systems, Fire Prevention and response to all environmental and power related alarms.

The four or five⁵ STFs are responsible for approximately 32 to 34 facilities. These sites are all in Pennsylvania, with the exception of four small facilities in Delaware. The central offices serviced by the STFs were all MCI sites before 2006, but unit employees currently work at many of the Pennsylvania facilities. The STFs have never been represented for collective bargaining.

STFs William Redding, John Comstock, and William Yezusko,⁶ who work out of the King of Prussia location, are collectively responsible for 24 sites. In the Pittsburgh area, Kenneth Lipp, Jr., is responsible for 8 to 10 sites.

Redding testified that at the King of Prussia office, there are 10 to 14 bargaining unit operations group employees who work with switching equipment. Redding goes there two or three times per week and also works at 10 or 11 sites in Pennsylvania and Delaware. At those locations, he performs preventive maintenance work on the power, fire, and HVAC systems and does some repairs. A Verizon computer system communication tells him where preventive maintenance work is needed, and if a repair is required, he gets a dispatch ticket to perform the work. He drives a Verizon pick-up truck provided by the Employer between locations and is allowed to take it home at night.

Redding does not punch a time clock or wear a uniform. He is subject to the Verizon Code of Conduct and receives training on Verizon's training website after obtaining a code from his supervisor. When he works at the King of Prussia office, Redding has lunch several times per week in the lunchroom with the bargaining unit technicians and takes breaks with them. He earns \$32.98 per hour.

⁵ One of the STFs will shortly be leaving the Employer's employ.

⁶ While Yezusko's primary location is in Philadelphia, he goes to the King of Prussia facility to perform on-call duties.

STF Yezusko testified that his main location is at a Verizon office in Philadelphia that is staffed by a bargaining unit technician. He services six primary sites in the Philadelphia area, and when he is on call, he may go to any of the 24 sites which he, Redding, and Comstock collectively service. Some of these sites are staffed by bargaining unit technicians, and he interacts with them when there are any power issues. Unit technicians help him transport portable generators to sites as needed. He also works with them on security issues such as problems with locks, as well as issues with lighting, plumbing, and roof leaks. Unit technicians are required to inform him if they are working on live electrical equipment by providing this information through the Verizon website, which triggers a notification email to Yezusko. He earns \$35 per hour.

STF Comstock reports to an office in Oliphant, Pennsylvania, but regularly works at six other sites in Scranton, Harrisburg, York, Allentown, and Pottstown, Pennsylvania. He testified that the Pottstown location is staffed 24 hours a day, seven days a week by about 30 bargaining unit technicians. His other sites are smaller, and they are staffed by unit technicians who cover multiple sites. When Comstock is at those sites, unit employees are present about 50 to 75 percent of the time. Comstock does monthly generator runs, changes belts and filters, and services and repairs HVAC systems, cooling towers, chillers, generators, and switch gears. Along with the unit technicians he performs annual inspections.⁷ Comstock walks around with unit technicians and outside contractors who are recertifying and tagging fire extinguishers. At Pottstown, unit employees have helped him change light bulbs, and he eats and drinks coffee with them in the lunchroom there. Comstock uses hand tools and electrical meters to perform his work. He earns about \$33 per hour.

STFs are paid based on a market pay range analysis, which takes into account the cost of living in the areas where they work. The salary range for the Oliphant/Pittsburgh area is from about \$40,000 to \$75,000, while the range for the King of Prussia/Philadelphia area is from about \$46,000 to \$96,000. The salaries of the STFs employed at the time of the hearing ranged from \$58,542 to \$73,500. The STFs are also eligible to receive an annual base pay merit increase and a short-term incentive increase based on the performance of the company and the individual employee. They earn overtime for weekly hours over 40.

The STF benefit package includes group medical insurance including PPO and HMO options. STFs also receive group dental, vision, and life insurance, and participate in the Employer's 401(k) plan. They receive vacation based on their tenure with the Employer; employees who have worked for Verizon for one to four years earn two weeks per year, and employees with longer service receive more time, up to five weeks per year for employees who have worked 25 years or more. They also are entitled to seven personal days, seven paid holidays, and an unspecified amount of "incidental time," which is to be used when they are ill. Human Resources functions for STFs as well as the unit employees fall under Verizon Corporate Services.

⁷ The record refers to these inspections as "DC annuals."

Building Equipment Mechanics (BEMs)

The job description for the bargaining unit BEMs summarizes their duties as follows:

Inspects, maintains, repairs, and replaces building mechanical and electrical systems, which includes building control systems, building heating and refrigeration systems, building fire detection and protection systems, and other building mechanical and electrical systems.

BEM Bryan Jester testified that he reports to a central office in Chester Hills, Pennsylvania and is personally responsible for 20 locations. Additionally, along with two other BEMs, he is jointly responsible for 20 other facilities. He maintains all of the air conditioning in these buildings, takes care of exit lighting, and tests refrigerant pressures. He is also responsible for fire extinguishers, but is required to bring in a contractor licensed in Pennsylvania to work on them. Unlike the STFs or SETPs, BEMs do not perform switch gear maintenance on the high voltage generator and DC plants. Jester uses electrical meters and a variety of hand tools in his work. He drives a Verizon company vehicle which he is allowed to garage at home. Jester has received training through Verizon's intranet site. He earns \$35.47 per hour.

Switching Equipment Technicians-Power (SETP)

The job description for the bargaining unit SETPs states:

Responsible for the monitoring, acceptance, activation, testing, maintenance and repair of infrastructure equipment and associated electrical, alarming and building monitoring systems per specifications and operational procedures, in central offices and remote facilities.

SETP George Kebles testified that he is responsible for DC power plants, including the generators, in Verizon facilities in northeast Pennsylvania. This work includes generator maintenance, monthly generator and battery service, and annual inspections. He stated that the STFs also perform these tasks.

Like the STFs and BEMs, SETPs receive web-based training, do not wear uniforms or punch a time clock, and are covered by the Verizon Code of Conduct. Kebles testified that he once worked with an STF moving a portable generator from Kebles' truck to the STF's truck. Kebles uses wrenches, screw drivers, and electrical meters, the same tools used by the STFs.

Unit employee wages and benefits

Wages and benefits for unit employees are set forth in the parties' collective-bargaining agreement and employees may receive additional cash awards based on company performance at the corporate level. Employees hired after October 2012 are eligible to participate in an enhanced 401(k) plan based on corporate performance; those hired before this date receive a

pension. Employees receive group medical coverage under a managed care network, a PPO, or an HMO, depending on where they live, and group dental and vision coverage. Their insurance plans are not the same as STF's'; there are differences as to eligibility requirements for health insurance, the date when coverage begins, and provider options, among other things. Unit employees are entitled to one week of vacation after six months, two weeks after one year, and up to five weeks after 25 years of service. There are differences as to how the vacation days are accrued; STF's accrue them during the course of the calendar year while unit employees are vested with vacation days at the beginning of the year. They also receive four paid non-work days and one non-paid day for which they are excused from work. Unit employees additionally receive seven incidental absence days for sickness each year and 10 paid holidays.

According to the CWA contract, BEMs' and SETPs' wages start at approximately \$14 per hour and quickly rise to approximately \$35 per hour after 48 months. Their annual salary thus ranges from \$29,276 to \$73,788.

Supervision

The STF's supervisor is John Pugliese, who works out of Hershey, Pennsylvania. Pugliese regularly supervises several SETPs as well as the STF's. He also is in charge of other bargaining unit employees when their supervisor, Adrian Harnon, is out on leave, and Harnon supervises employees who report to Pugliese when Pugliese is not at work. Harnon is Kebles' regular supervisor, but Pugliese interviewed Kebles for his current CWA position about a year ago. Pugliese and Harnon both report to the same supervisor, Frederick Trego.

IV. ANALYSIS

Although there are variations in their specific duties, the STF's and the bargaining unit BEMs and SETPs perform many similar functions. They all are assigned to a number of Verizon's facilities, and they regularly drive between these facilities. They handle the service, maintenance, and repair of building mechanical systems, including electrical work, fire prevention/detection, alarm systems, and HVAC work. Although the work performed by BEMs and SETPs differs somewhat, most of the STF's major responsibilities are handled by one or both of these classifications. They also use similar tools.

There is common supervision for the STF's and some unit employees. STF's are all supervised by Joseph Pugliese, who also supervises some SETPs and other CWA-represented technicians. Adrian Harnon, a supervisor of CWA-represented technicians, fills in for Pugliese and vice-versa when either man is out of the office. Pugliese and Harnon report to the same manager, Frederick Trego.

There is regular contact between STF's and bargaining unit employees. While many of the buildings where the STF's currently perform their functions were MCI buildings before the acquisition, unit technicians currently work at a number of these facilities. STF's have lunch and coffee with unit employees, communicate with them regarding security issues, and coordinate

with them on certain maintenance tasks, such as fire extinguisher checks, light bulb changes, generator exchanges, and inspections. There is no evidence of interchange between the groups.

STFs share various working conditions with unit employees. STFs, BEMs, and SETPs all use Verizon vehicles, which STFs and some bargaining unit employees are permitted to garage at their homes. None of the STFs, BEMs, or SETPs wear uniforms or punch a time clock. All three classifications receive training through the Verizon website and receive codes from their supervisors to enable them to participate in this training. They are all required to follow the Verizon Code of Conduct.

The STFs' wages are generally comparable to those of the BEMs and SETPs. The contractual range for the BEMs and SETPs starts at \$29,276 and dramatically increases to \$73,788 at 48 months. The pay for the STFs ranges from \$58,542 to \$73,500 for the Pittsburgh/Oliphant area, and the range for the King of Prussia/Philadelphia area is from about \$46,000 to \$96,000. The three STFs who testified all earned about \$33 to \$35 per hour,⁸ and the BEM who testified earns \$35.47. While the Employer uses a market range to determine salaries for the STFs, and the contract sets forth wage rates that were determined through collective bargaining, this difference in wage calculation is not significant enough to defeat a community-of-interest finding. Unlike the bargaining unit employees, the STFs are also eligible for certain bonuses, which may be up to 10 percent of their salary, but the record does not show the amount of the bonuses each employee has received. Moreover, the CWA contract, which covers a large and varied unit, reveals a wide range of salaries for unit employees based on their job classification and tenure of employment, and the STFs clearly fall within this range.

While the specifics of the STF and unit benefit packages differ, both groups of employees have health, vision, and dental coverage, a 401(k) option, holidays, and paid vacation and incidental leave. Long-time unit employees have a pension plan, but like the STFs, those hired beginning in 2012 do not have this option. Moreover, the differences in pay and benefits are the result of collective bargaining. See *Unisys Corp.*, 354 NLRB 825, 830 (2009).⁹

The Employer asserts that because the unit is limited to Pennsylvania, it would be improper to allow the STFs, who work at times in Delaware, to choose whether to become a part of the existing unit and in essence expand this unit. However, the limitation on work outside of Pennsylvania is not absolute; pursuant to the parties' agreement, the Employer may send unit employees to work in Delaware in certain situations. Also, the former MCI employees who transferred into the unit do not work exclusively in Pennsylvania, but work in several states along the mid-Atlantic corridor. Moreover, when previously unrepresented employees are added to a bargaining unit as a result of an *Armour-Globe* election during the term of a contract covering the larger unit, the newly-added employees are not automatically swept under the terms of the agreement covering the existing unit. *Borden, Inc.*, 308 NLRB 113, 113 (1992), *enfd.* 19 F. 3rd 502 (10th Cir. 1994); *Federal-Mogul Corp.*, 209 NLRB 343 (1974). Rather, the union and

⁸ There are no current Philadelphia/King of Prussia STFs other than these three, with the exception of an STF who is ending his employment with the Employer shortly. His salary is not mentioned in the record.

⁹ This decision was issued by a two-member Board.

employer bargain over terms and conditions under which the fringe group will work until the contract in the larger unit expires, and the status quo from which they bargain is the current working conditions of those employees. *Id.* Thus, the fact that STF's work in Delaware at times does not preclude their addition to the unit.

Finally, the Employer contends that because the STF's have never been represented and were not included in a past agreement to bring other former MCI employees into the bargaining unit, they should not now be included. However, the Petitioner asserts that it was unaware that the STF classification existed at the time of the previous agreement, and the Petitioner has never promised not to represent these employees. See *UMass Memorial Medical Center*, 349 NLRB 369 (2007). Historically, the STF's were MCI employees prior to its acquisition by Verizon in 2006. With time, however, the distinction between former MCI employees and long-time Verizon employees has faded, as most of the MCI employees have been absorbed into the bargaining unit, and the STF's have increasingly come into contact with unit employees and have been subject to Verizon policies and supervision.

It also bears emphasis that the existing unit encompasses a wide range of job duties, wage rates, education, and licensing requirements, and the addition of four or five STF's will not meaningfully change this scenario.¹⁰ Indeed, excluding these few STF's from the larger unit would create a small residual unit, which the Board tries to avoid where possible. See *International Bedding*, *supra* at 3; *Airco, Inc.*, 273 NLRB 348, 349 (1984).¹¹

Based on all of the above, and in particular the similarity of duties, common supervision, and regular contact, I find that STF's share a community of interest with the employees in the existing bargaining unit. *International Bedding Co.*, *supra*. Although there is a lack of interchange and certain differences in their compensation packages, these differences are outweighed by the other factors, and there is no question that a unit including the STF's is *an* appropriate unit. I also find that the STF's constitute an identifiable distinct segment of the Employer's work force.

¹⁰ The Employer cites *Renal Care of Buffalo, Inc.*, 347 NLRB 1284, 1285-1286 (2006) for the proposition that differences in wage scales and fringe benefits between unrepresented employees and those covered by a contract can defeat a community-of-interest finding. The difference in benefits was not the determinative factor in that case, however. In finding that two disputed employees were not part of a unit at a certain facility, the Board relied primarily on the fact that they were not hired to work at that facility, but were only stationed there temporarily and would then be moved to another facility.

¹¹ In its brief, the Employer contends that the petition does not cover two of the STF's, William Yezusko and John Comstock, because their primary locations are in Philadelphia and Oliphant, Pennsylvania, respectively, and the petition references only the King of Prussia and Pittsburgh locations. However, the record reflects that these employees work at times at the King of Prussia facility. Further, both of these individuals testified at the hearing, and there is nothing in the record suggesting that the Petitioner intended to exclude them. Accordingly, the Employer's contention is without merit.

Accordingly, I shall conduct an *Armour-Globe* election to determine whether STFs wish to be included in the existing unit.¹²

V. CONCLUSIONS AND FINDINGS

Based upon the entire record in this matter and for the reasons set forth above, I conclude and find as follows:

1. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.
3. The Petitioner is a labor organization that claims to represent certain employees of the Employer.
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. The following group of employees of the Employer, if added to the existing unit, would constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Senior Technicians - Facilities employed by the Employer at its Pennsylvania facilities, **excluding** all other employees, confidential employees, guards, and supervisors as defined in the Act.

VI. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the voting group found appropriate above. The ballot will ask:

Do you wish to be represented for the purposes of collective bargaining by **Communications Workers of America, District 2-13, AFL-CIO?**

If a majority of valid ballots are cast by the Senior Technicians - Facilities for the Petitioner, they will be taken to have indicated these employees' desire to be included in the

¹² While the Petitioner is not seeking a stand-alone unit of the STFs, it will proceed to an election in any unit found appropriate. The Employer does not oppose a stand-alone election.

existing unit covered by the collective-bargaining agreement between Communications Workers of America, AFL-CIO, on behalf of its affiliated Local 13000, and Verizon Services Corporation (VSC), Verizon Pennsylvania, Inc. (VP), and Verizon Corporate Service Corp. (VCSC). If a majority of the valid ballots are not cast for representation, they will be taken to have indicated the Senior Technicians - Facilities desire to remain unrepresented.

The date, time, and place of the election will be specified in the Notice of Election that the Board's Regional Office will issue subsequent to this Decision.

A. Eligible Voters

The eligible voters shall be Senior Technicians – Facilities employed during payroll period ending immediately before the date of the issuance of a Notice of Election, including employees who did not work during that period because they were ill, on vacation, or were 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. Employees who are otherwise eligible but who are 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 after the designated payroll period for eligibility; 2) 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 3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

B. Employer to Submit List of Eligible Voters

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969).

Accordingly, it is hereby directed that within seven (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, One Independence Mall, 615 Chestnut Street, Seventh Floor, Philadelphia, Pennsylvania 19106 on or before **Tuesday, April 15, 2014**. No extension of time to file this list shall be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to

file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission at (215) 597-7658, or by electronic filing through the Agency's website at www.nlr.gov. Guidance for electronic filing can be found under the **E-Gov** heading on the Agency's website. Since the list will be made available to all parties to the election, please furnish a total of two (2) copies, unless the list is submitted by facsimile or e-mail, in which case no copies need be submitted. If you have any questions, please contact the Regional Office.

C. Notice of Posting Obligations

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices to Election provided by the Board in areas conspicuous to potential voters for a minimum of 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) working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on non-posting of the election notice.

VII. RIGHT TO REQUEST REVIEW

Pursuant to the provisions of Section 102.67 of the National Labor Relations Board's Rules and Regulations, Series 8, as amended, a request for review of this Decision may be filed with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, DC 20570-0001.

Pursuant to the Board's Rules and Regulations, Sections 102.111 – 102.114, concerning the Service and Filing of Papers, the request for review must be received by the Executive Secretary of the Board in Washington, DC by the close of business on **Tuesday, April 22, 2014, at 5:00 p.m. (ET)**, unless filed electronically. **Consistent with the Agency's E-Government initiative, parties are encouraged to file a request for review electronically.** If the request for review is filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time** on the due date. Please be advised that Section 102.114 of the Board's Rules and Regulations precludes acceptance of a request for review by facsimile transmission. Upon good cause shown, the Board may grant special permission for a longer period within which to file.¹³ A copy of the request for review must be served on each of the other parties to the proceeding, as

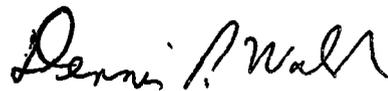
¹³ A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Signed: April 8, 2014

at Philadelphia, PA



DENNIS P. WALSH

Regional Director, Region Four
National Labor Relations Board