

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10, SUBREGION 11

SENIOR LIVING COMMUNITIES, LLC,
AND LITCHFIELD RETIREMENT, LLC, A
SINGLE EMPLOYER

Employer¹

and

Case 10-RC-125988

UNITED STEEL, PAPER, FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
ALF-CIO

Petitioner²

REGIONAL DIRECTOR'S DECISION AND
DIRECTION OF ELECTION

Litchfield Retirement, LLC, operates a retirement community at Pawley's Island, South Carolina where it provides a full continuum of care ranging from independent living to skilled nursing care for older adults. The Petitioner, the United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO, filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act seeking to represent a unit of all full-time and regular part-time employees

¹ The name of the Employer is amended to conform to the findings herein.

² The Petitioner's name appears as stipulated at the hearing.

employed by Litchfield Retirement, LLC at its Pawley Island, South Carolina, location, including housekeepers, laundry employees, CNAs, dietary workers, sitters, activity employees, bus drivers, maintenance employees and communication desk employees, but excluding managers, supervisors, confidential employees, security guards, and all other employees excluded by the Act. A hearing officer of the Board conducted a hearing. Both parties filed post-hearing briefs, which have been duly considered.

I. POSITIONS OF THE PARTIES

Four issues were presented at the hearing: (1) whether Senior Living, LLC, Litchfield Retirement, LLC, and Brightwater Retirement, LLC is a single employer; (2) whether a single facility unit is appropriate; (3) whether communication desk attendants, herein referred to as concierges, are confidential employees who should be excluded from the unit; and (4) whether employees known as sitters should be included in the petitioned-for unit warranting inclusion in the unit.

In its brief, the Employer no longer contends that a two-facility unit comprised of Litchfield and Brightwater is compelled. Rather, the Employer solely contends that two classifications should be excluded from the unit: concierges, whom the Employer contends are confidential, and sitters, whom the Employer argues do not share a community-of-interest with the included classifications. The Petitioner contends otherwise.

As discussed more fully below, as a threshold issue, I have concluded that Senior Living Communities, LLC and Litchfield Retirement, LLC is a single employer. I further find that concierges are not confidential employees and should be included in the unit herein. However, in regard to the sitter classification, I find that the record is insufficient to determine their

inclusion or exclusion from the unit, and I shall direct that those employees be permitted to vote subject to challenge. There are approximately 97 employees in the unit found appropriate herein.

II. OPERATIONS OF THE RETIREMENT COMMUNITIES

A. Senior Living Communities, LLC

Senior Living Communities, LLC, herein referred to as SLC, owns and operates Litchfield Retirement, LLC, herein referred to as Litchfield, Brightwater Retirement, LLC, herein referred to as Brightwater, and seven other retirement communities scattered throughout several states.³ An SLC vice-president of operations oversees the operations of Litchfield and three SLC facilities including Brightwater, which is located in Myrtle Beach, South Carolina, and two other communities located in Greenville and Spartanburg, South Carolina.

SLC develops, approves, and administers the budget for its retirement communities, including Litchfield, with input from the individual facility. SLC also establishes average budgeted wages and average wage ranges within which each community must operate. In this regard, although SLC sets a wage range for budgetary purposes, it does not set or approve specific pay rates for individual employees at the facilities; instead, the employing community establishes pay rates. Moreover, although SLC allots a percentage amount of the budget for any pay increases, the employing community determines how the increases are distributed among employees.

All SLC's retirement communities utilize a Team Member Handbook, a Full-time Team Member Benefit Summary, and a New Full Time Team Member Benefit Checklist that is prepared by SLC. The handbook outlines policies and procedures applicable to employees, who

³ The other SLC facilities include The Stratford in Carmel, Indiana; Homestead Hills in Winston-Salem, North Carolina; Ridgecrest in Mt. Airy, North Carolina; Summit Hills in Spartanburg, South Carolina; Cascades Verdae in Greenville, South Carolina; Marsh's Edge in St. Simons Island, Georgia; and Osprey Village in Amelia Island, Florida.

are referred to as team members, including, conditions of employment, hours of work and pay, benefits, separation, work policies and regulations, use of the Internet, attendance, safety, and travel. The handbook contains three employee classifications including regular full-time, regular part-time and PRN, who work on an as-needed basis, but does not include specific job titles or job descriptions.⁴ The handbook directs team members to address any questions concerning their employment to their manager. Moreover, the handbook states that the team member's supervisor or executive director will set the regular work schedule and meal periods, authorize all overtime, approve requests of employees to leave the premises during working hours, and approve paid-time off.

The Team Member Benefit Summary provides a description of the following benefits: a major medical plan, health savings account, paid-time off accrual rates, retirement savings, a dental plan, a vision plan, flexible spending accounts, voluntary life insurance and short-term disability insurance. Other benefits described in the document include an Employee Assistance Plan (EAP), jury duty leave, bereavement leave, an elevate education plan, and a wellness plan.

In addition to developing and providing a budget, an employee handbook setting policies and procedures, and benefit plans to its communities, SLC provides a consultant, or point of contact, as needed, for each operational department within the communities. These include a clinical team for health care and the corresponding SLC Vice-President of Clinical Services, the dietary department and the corresponding SLC Vice-President of Dining Services; the facility services and maintenance department and the corresponding SLC Vice-President of Facility Services; and the office manager and the corresponding SLC Regional Operators. The record

⁴ SLC also maintains job descriptions for employees hired at its retirement communities but the descriptions were not made part of the record.

reveals that contact between the department heads and their counterparts at SLC occurs on an as needed basis and not necessarily on a daily basis.

Each retirement community has an Executive Director who reports directly to SLC. Each department manager, including the director of dietary services, director facility services, director of member services/social director, health care administrator, wellness director, and director of nursing all report directly to the Executive Director. The record reflects that there are generally other supervisory personnel in each department who report to a department manager.

B. Litchfield Retirement, LLC

Litchfield is licensed by the state of South Carolina to operate a retirement community at Pawley's Island, South Carolina. The Litchfield campus is comprised of 60 independent living cottages and a main building that houses 60 apartments (also referred to as villas), a 65 bed assisted living area that includes memory care, and a 24 bed skilled nursing area. Pursuant to a management agreement between Litchfield and SLC, SLC provides management and consulting services to Litchfield, as described above. However, an Executive Director who works at the Litchfield campus, is responsible for the day-to-day operations of Litchfield including scheduling employees, assigning work, setting lunch and break times, establishing rates of pay, granting vacation time, issuing disciplining, and discharging employees. With regard to discipline, although SLC is directly involved in the discipline of managers and supervisors, SLC only becomes involved in discipline of front line employees in special circumstances. The record does not define these circumstances and does not provide any instances in which SLC has become involved in the discipline of rank and file employees.

III. SLC AND LITCHFIELD IS A SINGLE EMPLOYER

A. Legal Standard For Single Employer

The Board's long-established test for analyzing single-employer status is whether two nominally separate entities are actually part of a single-integrated enterprise so that, for all purposes, there is only a single employer. The Board's inquiry focuses on four factors: common ownership, common management, interrelations of operations, and centralized control of labor relations. *Grange Healthcare Co.*, 357 NLRB No. 123, slip op. at 50 (2011) (citing *Emsing's Supermarket Inc.*, 284 NLRB 302 (1987), *enfd.* 872 F.2d 1279 (7th Cir. 1989)). None of these factors, alone, is controlling, nor need all of them be present, as "single-employer status depends on all the circumstances of the case and is characterized by the absence of the arm's length relationship found between unintegrated entities." *Dow Chemical*, 326 NLRB 288, 288 (1998). However, the Board has deemed common management, interrelations of operations, and centralized control of labor relations of particular importance, especially the latter factor. See *Bolivar-Tees*, 349 NLRB 720, 722 (2007), *enfd.* 551 F.3d 772 (8th Cir. 2008).

B. Analysis

In the instant matter, the Employer admits that there is common ownership in that SLC is the sole member of the LLC that is Litchfield and that SLC is owned by Donald Thompson. In addition, the Employer further admits that SLC is a central operation that manages Litchfield and that SLC provides "representative counsel and consultants" who are located in Charlotte, North Carolina, but who regularly communicate with Litchfield department heads and the executive director. In this regard, SLC employs a vice-president of operations to oversee the operation of Litchfield and various departmental vice-presidents to provide advice and counsel. Moreover, SLC sets the budget for Litchfield, provides a handbook establishing workplace policies, and sets

the benefits provided to employees. The record establishes that SLC is involved in all aspects of the operation of Litchfield, including setting the budget, developing policies, and providing employee benefits, and maintains control through visits, phone calls, and reporting. See *Grange* 357 NLRB at slip op. 54-55 (single employer will be found when there is overall control of critical matters at the policy level such that operations labor relations, management, ownership and managerial decision making between the two entities is wedded).

Accordingly, I find that the totality of the circumstances support a finding that SLC and Litchfield is a single employer.⁵

IV. UNIT COMPOSITION

A. Concierges Are Included In The Unit

The Employer employs three concierges⁶ at Litchfield. The Petitioner seeks to include the concierges in the petitioned-for unit and the Employer asserts that the employees are confidential employees who should be excluded from the unit. These employees staff the front desk at the main building where they greet visitors, screen, sort and route mail, copy and prepare material for meetings, distribute communications on behalf of the executive Director, process vendor invoices and maintenance work orders, and manage regulatory postings.

Section 2(3) of the Act does not exclude confidential employees from its definition of employee. However, the Board excludes employees who are deemed to be confidential from bargaining units. In determining whether an employee is confidential, the Board applies either a labor-nexus test and finds an employee to be confidential if he or she “assist(s) and act(s) in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations” (*The B.F. Goodrich Co.*, 115 NLRB 722, 724 (1956)) or if an

⁵ It appears the Employer conceded this issue during the hearing as well.

⁶ The correct job title of communication desk employee listed in the petition is concierge.

employee “in the course of [his or her] duties, regularly has[s] access to confidential information concerning anticipated changes which may result from collective-bargaining negotiations (*Pullman Standard Division of Pullman, Inc.*, 214 NLRB 762, 762-763 (1974)). Both tests were approved by the Supreme Court in *NLRB v. Hendricks County Rural Elec. Membership Corp.*, 454 U.S. 170 (1981). In determining what constitutes confidential material, “the precise nature of the allegedly confidential information is significant.” *Pullman*, 214 NLRB at 763 (employees who were privy to the precise labor rates to which the employer would be likely to agree in a future collective-bargaining agreement are excluded as confidential). Compare *Taft Broadcasting Co.*, 226 NLRB 540, 542 (1976) (typing of personnel evaluations does not require exclusion of employee as a confidential employee). The burden of providing confidential status rests on the party asserting it. *In re E.C. Waste, Inc.*, 339 NLRB 262, 282 (2003), *enfd.* 359 F.3d 36 (1st Cir. 2004).

The record shows that concierges perform clerical duties unrelated in any manner to the formulation of labor relations policies. The mere opening and routing of mail addressed to the executive director does not establish that the concierges are confidential employees. With respect to alleged access to labor related material, the Employer only suggested three specific instances when concierges had access to or would even potentially have access to labor-related materials. The first instance cited was that a concierge opened the envelope that contained the RC petition in the instant case. Second, the Employer suggested at the hearing that a concierge could be asked to distribute confidential financial information. However, it could not identify any instance in which a concierge had actually been asked to do so. Third, the Employer claimed that if typing were needed in regard to information related to collective bargaining, that task would fall to a concierge. The record did not establish what a concierge would be typing

or whether the concierge would have any other role in addition to merely typing a document.

None of the proffered scenarios asserted by the Employer amount to more than a concierge, at most, being a conduit of information. In applying its labor-nexus standard for considering whether an employee is confidential, the Board considers the indicia of “formulate, determine and effectuate” to be in the conjunctive. Thus, mere typing of confidential labor relations material or access to such material, as asserted as a possibility here, does not render an employee confidential. *Greyhound Lines, Inc.*, 257 NLRB 477, 480 (1981), enfd. mem. 673 F.2d 692 (4th Cir. 1982); *United States Postal Service*, 232 NLRB 556, 558 (1980) (secretaries with access to labor relations material are not confidential employees when they have no substantive input into the creation of the documents).

Finally, under the *Pullman* standard, in order to be considered a confidential employee, an employee must have “regular” access to confidential labor relations material. The record does not demonstrate that concierges have had any access to confidential labor relations material to date and any conjecture as to what access concierges may have to such material in the future is merely speculative. Thus, the Employer has failed to demonstrate that concierges have regular access to such materials. See *Crest Mark Packing*, 283 NLRB 999, 1000 (1987) (employee not deemed to be confidential although she typed bargaining proposals on two occasions as there was no evidence that incidents were likely to be repeated).

Accordingly, I find that the Employer has not carried its burden in demonstrating that concierges are confidential employees, and I will include them in the unit found appropriate herein.

B. The Evidence Is Insufficient To Determine Whether Sitters Should Be Included Or Excluded In the unit; Accordingly, They Will Be Permitted To Vote Subject To Challenge

1. Live Long Well Care, LLC

Live Long Well Care, LLC offers the services of employees known as sitters to provide home health care to residents of the Litchfield community on a pay-as-needed basis. Live Long Well Care, LLC, like SLC and Litchfield, is owned by Donald Thompson. In addition, SLC developed an employee handbook and job descriptions, and set the benefits applicable to the sitters employed by Live Long Well Care, LLC.⁷ Although Litchfield offers the services of Live Long Well Care, LLC on its website, Live Long Well Care, LLC does not have exclusive rights to provide sitters to residents of Litchfield; residents can hire sitters through other companies subject to Litchfield's minimum insurance requirements and background checks. Moreover, Live Long Well Care, LLC also provides sitter services at Brightwater and deploys sitters to other unidentified facilities.

2. Job duties of sitters

Upon request by a resident, a business or office manager, who is located at Litchfield, schedules one of Live Long Well Care, LLC sitters to provide the requested service. The eight sitters in dispute in this matter, include three home health Certified Nursing Assistants (CNAs),⁸ four home health aides, and one companion, who provide personnel care and health-related services, including, running errands, providing medication reminders, providing companionship,

⁷ The Live Long Well Care Team Member handbook contains many of the same policies and benefits contained in the SLC handbook developed by SLC for the employees at Litchfield.

⁸ At the hearing, the Employer asserted that CNAs employed by Live Long Well Care, LLC who are classified as home health CNAs have a different job description than CNA 1 and CNA 2 employed by the Employer. The Employer did not offer the job descriptions of the Litchfield employees into the record.

grocery shopping, walking the dog, assisting with personal toiletry needs, making beds, and performing other tasks as requested by the resident. Specifically, the home health CNAs and the home health aides assist patients in accordance with a personal care plan, including assisting with baths, mouth care, grooming, elimination needs, transferring the patient from bed to chair, wheelchair, tub or shower, dressing and undressing, and ambulation. The CNAs and home health aides, within their training limitations and when directed to do so, may also measure and record the patient's temperature, pulse, respiration and blood pressure when ordered. CNAs and home health aides also perform household tasks directly related to patient/client health. The duties of the companion include providing general assistance and care to the patient/clients in accordance with the non-personal care plan, including planning and preparing meals, grocery shopping, cleaning, and providing transportation to the patient or client. Sitters, unlike the employees in the petitioned-for unit, do not punch a time clock and their hours vary depending upon demand for their services.

In regard to supervision, although the job description for these employees states that they report to the Director of Professional Services, the record does not contain any testimony regarding a Director of Professional Services. Further, at the hearing the Employer asserted that sitters were supervised by business/office managers but the record failed to establish any information about the business/office managers, including by whom they were employed.

3. Analysis

The Employer took the position at hearing, and in brief, that sitters are employed by an entity, Live Long Well Care, LLC, which is a totally separate and independent corporate entity from Litchfield. In addition, in brief, the Employer asserts that the Petitioner failed to meet its burden of establishing that Live Long Well Care, LLC and Litchfield is a single employer. The

Employer further contends, therefore, that the Petitioner is essentially seeking a multiemployer unit that is prohibited absent consent from the Employers.⁹ Petitioner, in brief, acknowledged that sitters are employed by a separate corporate entity but asserts that sitters share a sufficient community of interest with the petitioned for unit to warrant inclusion. As explained below, I find that the evidence is insufficient to establish the nature of the relationship, if any, between SLC, Litchfield, and Live Long Well Care, LLC. Thus, in the absence of sufficient information regarding the relationship between SLC, Litchfield, and Live Long Well Care, LLC, I am unable to determine if the Union is seeking a multi-employer unit or whether sitters have a community of interest with the employees in the petitioned-for unit.

First, with regard to the single employer issue, the record fails to provide sufficient details regarding the relationship between SLC, Litchfield, and Live Long Well Care to make a determination as to whether the entities are separate employers, or collectively constitute a single employer. In this regard, as noted above, to establish a single employer the Board's inquiry focuses on four factors: common ownership, common management, interrelations of operations, and centralized control of labor relations. *Grange Healthcare Co.*, supra. The only factor clearly established by the record is common ownership. In this regard SLC, Litchfield, and Live Long Well Care, LLC are commonly owned by Donald Thompson. With regard to common management, the record fails to establish whether and to what degree Litchfield supervisors and managers supervise and direct the work of sitters in their day-to-day duties and interaction with residents. In addition, the record fails to establish how Litchfield and Live Long Well Care, LLC, function, as a practical matter, in identifying residents who need the services of a sitter,

⁹ Section 102.61(a)(1) of the Board's Rules and Regulations provides that a petition for certification should contain the name of the employer. However, the matter has been litigated and the Employer's name has been amended to conform to the findings herein.

deciding on the level of care or services needed, and developing a care plan. The record also fails to establish whether there is contact or interchange between employees or the similarity of skills between the Litchfield employees and the employees of Live Long Well Care, LLC. Importantly, the record fails to adequately address the degree of control SLC and/or Litchfield exert over labor relations policies and activities.

In brief, the Employer asserts that the Petitioner has, in effect, petitioned for a unit of employees employed by two separate employers and that such a multi-employer unit is not possible without consent of both employers. In *Resort Nursing Home and Kingsbridge Heights Rehabilitation Care Center*, 340 NLRB 650, 654 (2003), the Board confirms that multiemployer bargaining units come into existence only after initial bargaining relationships have been formed and then only by virtue of mutual consent. However, in the current case, as shown, the record fails to establish the nature of the relationship between SLC, Litchfield, and Live Long Well Care, LLC and whether they are a single employer or separate employers. Absent this determination, it is premature to assume that the Petitioner is seeking a multiemployer unit.

The Employer further asserts in brief that even if Litchfield and Live Long Well Care, LLC is a single employer, the sitters do not share a sufficient community of interest to warrant inclusion in the unit, whereas Petitioner asserts in brief that the two entities constitute a single employer and that the sitters share a community of interest with the petitioned-for unit. “In determining whether employees possess a community of interest with the petitioned-for unit, the Board examines such factors as mutuality of interest in wages, hours, and other working conditions; commonality of supervision; degree of skill and common functions; frequency of contact and interchange with other employees; and functional integration. *Bartlett Collins Co.*, 334 NLRB 484, 485 (2001). Although the record establishes that sitters are employed at the

Litchfield community, that SLC developed a handbook for sitters that is very similar to that applicable to Litchfield employees, and that SLC, Litchfield and Live Long Well Care LLC have the same owner, the record leaves unanswered many questions regarding the terms and conditions of employment of the sitters as compared with the employees in the petitioned-for unit.

Therefore, I find that the record is insufficient to make a determination regarding whether SLC, Litchfield, and Live Long Well Care, LLC constitute a single employer,¹⁰ or are separate entities, and is similarly insufficient in regard to community of interest factors. Accordingly, I shall direct that the sitters be allowed to vote subject to challenge.

V. CONCLUSIONS AND FINDINGS

Based on the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction here.
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and 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.

¹⁰ Assuming for the sake of argument only that the entities are a single employer, the sitters could still constitute a potentially separate appropriate unit from that sought in the instant case.

5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees employed by Senior Living Communities, LLC and Litchfield Retirement LLC, a Single Employer, at its Pawley Island, South Carolina, location including housekeepers, laundry employees, CNAs, dietary workers, activity employees, bus drivers, maintenance employees and concierges but all excluding professional 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 unit found appropriate above. The employees in this unit will vote on whether or not they wish to be represented for purposes of collective bargaining by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union, AFL-CIO. The date, time, and place of the election will be specified in the Notice of Election that the Subregional Office in Winston-Salem, North Carolina, will issue subsequent to this Decision.

A. Voting Eligibility

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

replacements are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls.

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

B. Employer to Submit List of Eligible Voters

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the 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 7 days of the date of this Decision, the Employer must submit to the Subregional Office in Winston-Salem, North Carolina, an election eligibility list, containing the full names and addresses of all the eligible voters in the unit. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). This 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 on or before **May 2, 2014**, in the Winston-Salem Subregional Office located at Republic Square, Suite 200, 4035 University Parkway,

Winston-Salem, North Carolina, 27106-3325. 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 the 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 (336) 631-5210. Because 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 Subregional Office located at Republic Square, 4035 University Parkway, Winston-Salem, North Carolina, 27106-3325. To file the eligibility list electronically, go to the Agency's website at www.nlr.gov, select **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions.

C. Notice of Posting Obligations

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices of Election provided by the Board in areas conspicuous to potential voters for a minimum of 3 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 5 working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

VII. 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. 20570-0001. This request must be received by the Board in Washington by **May 9, 2014**. The request may be filed electronically through the Agency's website, www.nlr.gov,¹¹ but may not be filed by facsimile.

Dated at Winston-Salem, North Carolina, on this 25th day of April 2014.



Claude T. Harrell Jr., Regional Director
Region 10, Subregion 11
National Labor Relations Board
4035 University Parkway, Suite 200
Winston-Salem, NC 27106

¹¹ To file the request for review electronically, go to www.nlr.gov, select File Case Documents, enter the NLRB Case Number, and follow the detailed instructions.