

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

GREEN JOBWORKS LLC and THE HUDAK  
COMPANIES, INC.<sup>1</sup>

Joint Employers

and

Case 05-RC-129659

CONSTRUCTION AND MASTER LABORERS  
LOCAL UNION 11

Petitioner

**DECISION AND ORDER**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, herein called the Act, a hearing was held before a hearing officer of the National Labor Relations Board, herein called the Board. Construction and Master Laborers Local Union 11, herein the Petitioner or the Union, filed the petition seeking to represent a unit of “[a]ll full-time and regular part-time demolition and environmental abatement laborers jointly employed by the joint employer Green JobWorks LLC/Hudak Companies at projects located in Maryland, the District of Columbia, and Virginia,” excluding office clerical employees, guards, and supervisors as defined by the Act. The petition asserts there are approximately 12 employees in the proposed unit. The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act, and that there is no history of collective bargaining between the parties for the petitioned-for employees.

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<sup>1</sup> The petition was amended at the hearing to reflect the Employers’ correct legal names.

## I. ISSUES & POSITIONS OF THE PARTIES

The principal issues in dispute are whether the petitioned-for unit is appropriate, and whether the evidence indicates a cessation of operations warranting the dismissal of the petition. The Petitioner contends that Green JobWorks LLC (herein Green JobWorks) and The Hudak Companies, Inc. (herein Hudak Companies) are joint employers, and that the petitioned-for unit is an appropriate unit under *Oakwood Care Center*, 343 NLRB 659 (2004) and *Bergman Brothers Staffing, Inc.*, Case 05-RC-105509 (June 20, 2013), *req. for review filed July 5, 2013*. Green JobWorks contends that the only appropriate unit should be a company-wide unit consisting of all of its demolition and asbestos removal employees working in Maryland, Virginia, and Washington, D.C., and not just the employees working for any particular client.

Green JobWorks further argues that *Oakwood Care Center* does not apply because Hudak Companies employees do not work with its employees, and thus, this case does not present the situation of combining jointly- and solely-employed employees in a single unit. Green JobWorks claims that *Bergman* is inapplicable because, in that case, the Regional Director directed an election where only the staffing company (and not any of its clients) was named in the petition. Finally, Green JobWorks argues that even assuming that the petitioned-for unit is appropriate, the petition should be dismissed under *Davey McKee Corp.*, 308 NLRB 839 (1992) because the single Green JobWorks/Hudak Companies project is, or soon will be, completed and there is no reasonably foreseeable expectation of future projects. For its part, Hudak Companies claims that it is not a joint employer with Green JobWorks, but instead that it uses Green JobWorks as an independent contractor. Otherwise, Hudak Companies joins the arguments of Green JobWorks.

Based on the record as a whole, and careful consideration of the arguments of the parties,<sup>2</sup> I dismiss the petition. I find that, for the purpose of this decision only, Green JobWorks and Hudak Companies are joint employers. Furthermore, I find that the petitioned-for unit is appropriate under *Oakwood Care Center* because it does not seek to include employees solely employed by Hudak Companies, and thus does not create a multi-employer unit. However, I find that there is insufficient evidence that the petitioned-for unit has a reasonable expectation of future employment, and therefore, there is no useful purpose served by conducting an election. Consequently, I dismiss the petition.

## II. FACTS

### A. *Overview of Green JobWorks' Operations.*

Green JobWorks is a construction staffing company, founded in 2011 by its owner and president, Larzaro Lopez. Green JobWorks primarily provides temporary employees who perform demolition work and asbestos removal. It maintains a database of an estimated 700 employees, though the precise number of employees who are actively working at any given time varies depending on the number and size of its clients' projects. During the relevant time period, approximately 135-146 employees were actively working each week for various clients. Lopez testified that since founding Green JobWorks, the highest number of employees actively working at one time was 265. Over the life of the company, its workforce has generally been split equally between demolition and asbestos-removal employees.

Green JobWorks regularly recruits new employees to keep its database fresh, using a variety of different methods of recruitment. All employees complete an employee application

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<sup>2</sup> The parties waived the filing of briefs.

and go through an orientation and safety training. An employee could complete an application either before or after Green JobWorks has a need to staff a client's project, as the application is not limited to any particular client or job site. Similarly, Green JobWorks has an employee handbook that is applied company-wide.<sup>3</sup>

Asbestos-removal employees are required to have a license from Maryland, Virginia, or Washington, D.C. in order to perform work on jobs in those jurisdictions. Similarly, Green JobWorks' clients and supervisors are required to have asbestos-remediation licenses. Green JobWorks does not have these licenses, and cannot perform asbestos removal itself. Rather, Green JobWorks can only provide licensed asbestos-removal employees to its clients.<sup>4</sup>

Since its inception, Green JobWorks has performed work for approximately 30 to 35 different clients. Upon forming a relationship with a new client, Green JobWorks and the client execute a "Green Job Works, LLC Lease of Services Agreement." (Lease Agreement) Typically, these agreements are for a six-month period, but are renewable for extended terms. The agreement provides, among other things, the respective responsibilities of Green JobWorks and its client. Green JobWorks is responsible for paying employees' wages, making all required tax and other withholdings, and paying the employer's share of payroll taxes. It is also responsible for obtaining and paying for worker's compensation insurance. The client is responsible for providing any necessary tools, and for paying Green JobWorks a set hourly fee for each classification of worker dispatched to the client.<sup>5</sup> Both Green JobWorks and its clients

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<sup>3</sup> Both the application and employee handbook are published in English and Spanish.

<sup>4</sup> Green JobWorks' field supervisor happens to be a licensed asbestos supervisor, but his job duties for Green JobWorks do not include supervising asbestos removal.

<sup>5</sup> The amount of this fee also depends on whether the work is performed on a Davis-Bacon project.

provide employees with safety equipment. Green JobWorks provides employees with hardhats and safety vest (both with Green JobWorks' logo on them), as well as safety glasses. Clients typically provide consumable safety equipment, such as protective suits and respirator filters. Clients also agree to "provide a safe and appropriate work place for Leased Employees at its Premises and provide, at [Client's] expense, the Leased Employees with the appropriate Equipment." Lopez testified, however, that safety is a "shared responsibility" between Green JobWorks and its clients, and it "always defaults back" to Green JobWorks to provide employees with necessary safety equipment if the client fails to do so.

Employees' pay varies according to the fees negotiated between Green JobWorks and its clients, the employee's classification for a particular job, and the details of the job itself. Green JobWorks sets employees' pay rates unilaterally, and does not negotiate these rates with its clients. However, employees' pay rates are affected by the hourly fee or "bill rate" that the client pays Green JobWorks for providing those employees to its projects. Employees' pay rates can vary depending on the client, as well as the job. Employees are provided W-2 statements by Green JobWorks.

Green JobWorks' average job lasts approximately one to three weeks, though there are exceptions. The record is unclear about the average number of workers assigned to each job. Green JobWorks can receive as much as three weeks' advance notice of upcoming projects, or as little as 24 hours' notice of a pending project with an existing client.

When a client needs employees for an upcoming job, it will typically contact Green JobWorks and request employees. The client determines how many employees it needs for the project, how long the project will last, start and end times for the workday, breaks, and related

needs of the project. The client also determines whether it needs employees to work overtime, though Lopez testified the client will usually ask Green JobWorks before assigning overtime hours. After receiving the client's request, Green JobWorks will go through its database of employees to find qualified and available personnel to fill the client's order. Generally, Green JobWorks tries to rotate through its list of employees in the order in which they last worked or were last offered work. If an employee is unavailable, Green JobWorks moves to the next employee on the list. Employees are not prohibited from holding other jobs, and sometimes will turn down work with Green JobWorks if they are working somewhere else at that time. When contacted, employees are informed about the details of the job, including the pay rate for that particular project and the estimated length of the job. If the employee accepts the job, the employee is given the address for the project, the client's point-of-contact at the job site, and the contact information for Green JobWorks' field supervisor.

Once on the client's project, the client provides the day-to-day supervision of employees dispatched by Green JobWorks. The client's supervisor makes all work assignments and provides all instructions to employees. Although the Lease Agreement provides that, "the selection, supervision, and control of the Leased Employees is the responsibility of the Lessor," the "Description of Services to be performed by Leased Employees" section provides that "Green JobWorks' Employees will...go to the client jobsites and perform duties as instructed by the site supervisor." Lopez testified that Green JobWorks does not send supervisors to client projects, and that it is an industry-wide assumption that staffing companies supply labor and clients provide the supervision.

That said, Green JobWorks employs its own supervisors. Carrie Willemin is its Operations Manager, and Juan Rodriguez is its Field Supervisor.<sup>6</sup> Rodriguez's job duties include ensuring that all of Green JobWorks' employees report to their assigned clients. He investigates and resolves any client complaints about employees, and serves as a point-of-contact for Green JobWorks' clients, such as when a client needs Green JobWorks to dispatch employees or when a client's job is winding down so that the Green JobWorks employees are no longer needed.

At the start of each project, Green JobWorks tries to have either Rodriguez or his assistant at the client's site to ensure that every employee has reported, has proper safety equipment, and is prepared to work for the client. Rodriguez is often at each job site several times per week, but is at every job site at least once a week when he delivers employees' paychecks on Fridays.

Green JobWorks does not have a standard method for tracking its employees' hours. However, under all of the timekeeping methods Green JobWorks uses, it relies on its client's supervisor to verify the hours worked by the Green JobWorks employees. For small jobs that, for example, involve only one or two employees, each employee will complete a timesheet, the client's supervisor signs the timesheet, and returns it to Green JobWorks' office. For larger projects where it would be too cumbersome for the client's supervisor to sign individual timesheets, employees' hours are tracked on daily sign-in sheets. A Green JobWorks representative will either go to the site on a daily or weekly basis to collect these sign-in sheets,

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<sup>6</sup> During the hearing in Case 05-RC-128839, Green JobWorks and the Petitioner stipulated that Willemin and Rodriguez were supervisors within the meaning of Section 2(11) of the Act. Those parties also stipulated that some administrative employees and a field assistant were excluded from the unit and/or were office clerical employees. Hudak Companies was named as a joint employer in that case, but did not appear at the hearing. In this case, however, it did not object to the introduction of the hearing record from Case 05-RC-128839 into evidence.

or will make arrangements with the client to forward these sheets to Green JobWorks. The exact process used for each job is established on a case-by-case basis with each client in an oral agreement.

Clients do not have input into Green JobWorks' hiring, discharging, or discipline decisions of employees. If a client is unhappy with an employee, the client will typically report the problem to Rodriguez. If the issue cannot be resolved, Rodriguez will call Green JobWorks' office to obtain a replacement employee. Depending on the reason for the client's dissatisfaction, the employee removed from the project may be transferred to another client's project. The Lease Agreement prohibits clients from hiring employees supplied by Green JobWorks without prior approval, and "at which time compensation for such hiring will be negotiated between [Green JobWorks] and the [client.]"

When a project ends, employees go back into Green JobWorks' pool of employees until they are called for their next assignment. Employees are not grouped into crews, but instead are assigned individually to each client job. Thus, employees can work and interact with different Green JobWorks employees as they move from one client's project to the next.

***B. Overview of Hudak Companies' Operations.***

At the hearing, the parties stipulated that Hudak Companies is a demolition and asbestos remediation company. However, Hudak Companies' representative Tim Hudak testified that Hudak Companies performs selective demolition work, but does not perform any asbestos abatement work.<sup>7</sup> Hudak Companies has its own full-time workforce of approximately 60 employees, and uses temporary employees from several staffing companies, including Green

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<sup>7</sup> Hudak's job title is not in the record.

JobWorks, to provide laborers on an as-needed basis to supplement its own workforce. Hudak testified that Hudak Companies uses temporary employees to clean up trash and haul debris generated when its own employees perform demolition work. Hudak testified that the company does not use temporary workers to “do anything serious,” or for “major tasks.”

At the time of the hearing, Hudak Companies contracted with staffing companies other than Green JobWorks to work on its projects. Hudak estimated that he has a total of four or five staffing-company employees working on Hudak Companies projects, including those supplied by Green JobWorks. Hudak testified that he considers price, availability, and past performance in deciding which staffing company will supply workers. He said that Green JobWorks has performed satisfactorily in the past, and he would consider using Green JobWorks on future projects.

***C. Details of Green JobWorks – Hudak Projects***

Green JobWorks and Hudak Companies entered into their first and only Lease Agreement on or about January 15, 2014. That Lease Agreement is for a term of six months, and expired on June 15, 2014. At the time of the hearing, the Lease Agreement had not been renewed, though neither Lopez nor Hudak testified that the Lease Agreement would not be renewed. They both explained that they did not have a reason to believe it would not be renewed or that Hudak Companies would not consider using Green JobWorks employees in the future. Instead, Hudak described that any future work between the companies is contingent on a need for temporary employees, and the surrounding circumstances (including price and availability) at the time.

At the time of the hearing, Green JobWorks was supplying employees on one Hudak Companies project: Eugene Burroughs School in Accokeek, Maryland.<sup>8</sup> However, Green JobWorks' employees had either ceased working on the Burroughs project, or would soon cease working on it. Lopez testified that he was informed by Supervisor Rodriguez that the job was about to be finished, and Green JobWorks employees would not be needed beyond the next week or two. Lopez did not know exactly who was working on the project at the time of the hearing. Hudak testified that he thought all of Green JobWorks' employees were already gone, but that if any employees remained on the project, there could be only one or two. Hudak testified that about three weeks ago, another Hudak Companies project finished and he reassigned ten Hudak Companies employees from that completed project to the Burroughs job, replacing ten Green JobWorks employees. Hudak testified that Hudak Companies will finish its own work on the Burroughs project within a month or two.

Hudak Companies began working on the Burroughs project in February or March 2014, and started using Green JobWorks employees around late April or early May. Hudak Companies demolition workers and laborers have worked on the Burroughs project the entire time, and the Green JobWorks employees worked side-by-side with the Hudak Companies employees.<sup>9</sup> Hudak explained that the general contractor asked Hudak Companies to open up the ceilings in different areas of the school, so he brought in Green JobWorks employees rather than pulling Hudak Companies employees off of other projects. Hudak testified that the Green JobWorks

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<sup>8</sup> This school has been variously identified as an elementary, middle, or high school in the transcript. It is also known as Accokeek Academy.

<sup>9</sup> Petitioner's business agent, Ernest Ojito, testified he did not see Hudak Companies employees working with Green JobsWorks employees during his visits to the Burroughs site. Since the petition does not seek to include employees solely employed by Hudak Companies, I need not decide whether, in fact, these employees work together.

employees were performing work that Hudak Companies employees could perform themselves, but for the lack of available manpower. Initially, about six Green JobWorks employees were assigned to the Burroughs project, and as many as thirteen were assigned at some point.

Lopez testified that Green JobWorks has no other work “in the pipeline” with Hudak Companies. After the Burroughs job ends, Lopez explained that the employees who are working on the Burroughs project will be treated consistently with other Green JobWorks employees who have completed work on a project: they will go back on Green JobWorks’ list of out-of-work employees and wait to be called for the next job opportunity. Lopez explained employees are not part of a work crew, and that when the Burroughs project ended, he could hypothetically disperse the employees to various jobs in Maryland, Virginia, and Washington, D.C., or they could go back “on the bench” and wait to be called for future projects.

Besides the Burroughs project, Hudak Companies has used Green JobWorks employees on one or two other occasions, though the record does not contain significant details about these projects. Lopez testified that both previous jobs were in Washington, D.C., and one was a prevailing-wage job. The first project was around the end of January 2014 and lasted approximately two weeks. The number of employees working on this project is unknown. The second job lasted approximately three or four weeks, and ended around mid-May 2014. This second project started with two employees and increased to as many as eight or nine employees. Both projects were for demolition work; Green JobWorks has never supplied asbestos-removal employees to Hudak Companies.

Hudak testified that Hudak Companies is contracted to perform work on other projects this summer, and estimated that the company is now working on six or seven projects that will continue through the summer months. He explained that Hudak Companies had one or two

medium-size jobs that were set to begin over the summer, with a medium-size job involving eight to ten employees. According to Hudak, the company has submitted somewhere between five and ten bids for additional work, but the details about any potential work are not in the record. Hudak said that he does not anticipate using employees from staffing companies for the work Hudak Companies has over the summer, and that he probably has a “couple of guys too many on certain jobs right now.” Hudak testified that Hudak Companies will be cutting back on its use of temporary workers in the immediate future.

### III. ANALYSIS & CONCLUSIONS

#### A. *Green JobWorks and Hudak Companies are Joint Employers.*

The joint employer concept recognizes that two or more business entities are in fact separate but that they share or codetermine those matters governing the essential terms and conditions of employment. *N.K. Parker Transport*, 332 NLRB 547, 548 (2000); *Capitol EMI Music*, 311 NLRB 997, 999 (1993), enfd. mem. 23 F.3d 399 (4<sup>th</sup> Cir. 1994); *NLRB v. Browning-Ferris Industries* 691 F.2d 1117, 1122 (3d. Cir. 1982).

The evidence shows that Green JobWorks and Hudak Companies meet this test.<sup>10</sup> They are separate business entities, and each controls essential aspects of employees’ terms and conditions of employment. Green JobWorks handles matters such as recruiting, hiring, setting

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<sup>10</sup> My conclusion that Green JobWorks and Hudak Companies are joint employers is for the purpose of this decision only. As described in this section, the record presents a colorable claim of a joint-employer relationship between these entities. However, there is little evidence regarding the day-to-day supervision of employees on Hudak Companies jobsites, and Petitioner failed to present any employees to testify about the details of their working conditions or daily supervision. Since I find that the petition must be dismissed because there is insufficient evidence of future unit work, any further finding that Petitioner had failed to meet its burden of establishing a joint-employer relationship would not affect the results of this decision.

wage rates, determining which projects employees are assigned to, providing some safety equipment, and the transferring, disciplining, and discharging of employees. Green JobWorks is also responsible for paying employees' wages, providing worker's compensation insurance, making all necessary withholdings, and paying payroll taxes. Clients, including Hudak Companies, determine how many employees will work on the project, the number of hours those employees will work, and employees' start, end, and break times. Clients such as Hudak Companies also verify the hours that employees work, and for provide all direct supervision of employees and necessary tools and equipment (including some safety equipment). In sum, the record evidence shows that Green JobWorks and Hudak Companies have a joint employer relationship, in which each controls core aspects of employees' working conditions.

***B. The Petitioned-For Unit is Not a Multi-Employer Unit.***

In *Oakwood Care Center*, the Board held that:

[a] joint employer, under the Board's traditional definition, is comprised of two or more employers (e.g. A and B) that "share or codetermine those matters governing essential terms and conditions of employment" for bargaining unit employees. All of the unit employees work for a single employer, i.e. the joint employer entity A/B. Therefore, a joint employer unit of A/B is not a multiemployer unit. 343 NLRB at 662 (internal citations omitted)

The petitioned-for unit falls squarely within this definition. Petitioner seeks a unit of employees that are jointly employed by Green JobWorks and Hudak Companies, but does not seek to include any employees who are solely employed by Hudak Companies. All of the petitioned-for employees work for a single employer: the joint employer entity Green

JobWorks/Hudak Companies. Thus, the petition does not seek a multi-employer unit, and the consent of each employer is not required.<sup>11</sup>

**C. Cessation of Operations.**

The Board will dismiss a petition seeking units in the construction industry where work on a project is nearing completion and it is reasonably anticipated that the unit employees will be laid off. *Davey McKee Corp.*, 308 NLRB 839 (1992); *Fraser-Brace Engineering Co.*, 38 NLRB 1263 (1942). Applying the facts here to the rule of these cases, I conclude that there is no useful purpose served by directing an election in the petitioned-for unit.

It is undisputed that Green JobWorks and Hudak Companies are working together on a single project that is, or shortly will be, completed. While the employees working on the Burroughs project will remain employees of Green JobWorks, all of these jointly-employed employees have been, or shortly will be, laid off by the joint-employer entity Green JobWorks/Hudak Companies. Both Lopez and Hudak testified without contradiction that there are no other ongoing or anticipated projects that the joint employer Green JobWorks/Hudak Companies will perform.

Admittedly, both Green JobWorks and Hudak Companies individually remain going concerns and there is no evidence to show that there has been a fundamental change in the nature

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<sup>11</sup> Additional conclusions stem from my finding of a joint-employer relationship. Green JobWorks' argument that the only appropriate unit must include all of its employees is barred by the Board's decision in *Greenhoot, Inc.* 205 NLRB 250 (1973), which was reaffirmed in *M.B. Sturgis*, 331 NLRB 1298 (2000) and in *Oakwood Care Center*. This proposed unit would combine a potentially unlimited number of separate joint-employer relationships (consisting of Green JobWorks and each of its individual clients) into a single multi-employer unit. This unit is not permissible without consent from all of the employers, which is absent here. Second, while a company-wide Green JobWorks unit would be consistent with this Region's decision in *Bergman Brothers*, the Petitioner has named the joint employer entity Green JobWorks/Hudak Companies in the petition, unlike in *Bergman Brothers*, where only the staffing company was named as the employer.

of either company's operations. Further, the record shows that Green JobWorks can receive future work from existing clients with as little as 24 hours' notice. However, I find these factors do not militate for conducting an election in the petitioned-for unit. Whatever the nature of the individual employers' business operations may be, there is insufficient evidence to support a conclusion that the petitioned-for unit at the joint-employer entity will exist in the near future. *Compare Fish Eng'g and Constr.*, 308 NLRB 836 (1992)(directing election in which employer had two pending projects with contractor and a bid for another project with the same contractor scheduled to begin in two months). Hudak and Lopez both testified that there are no upcoming Green JobWorks/Hudak Companies projects, and Hudak testified that he does not anticipate using any temporary employees (from Green JobWorks or any other company) for any of the projects Hudak Companies has scheduled. Thus, were I to direct an election in the petitioned-for unit, that decision would have to rely on wholly-unsupported speculation that Hudak Companies will shortly have an unexpected demand for additional labor, that it will need to meet this demand with temporary labor, that it will meet that demand with employees from Green JobWorks, and that that demand for labor will be sufficient to warrant conducting an election. I decline to direct an election under such speculative circumstances.<sup>12</sup>

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<sup>12</sup> Based on my decision to dismiss the petition, I need not decide if the petitioned-for unit is otherwise appropriate because the joint employer does not employ asbestos-removal employees. I also need not consider whether an election would be appropriate if, hypothetically, the joint employer Green JobWorks/Hudak Companies had an identifiable upcoming project, but there was significant or complete turnover of employees from the Burroughs project to the new job.

#### IV. ORDER

The petition is dismissed.<sup>13</sup>

#### V. RIGHT TO REQUEST REVIEW

***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, you may obtain review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, DC 20570-0001. This request for review must contain a complete statement setting forth the facts and reasons on which it is based.

***Procedures for Filing a Request for Review:*** 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 close of business **on July 9th, 2014, at 5 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

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<sup>13</sup> Should the joint employer Green JobWorks/Hudak Companies acquire additional construction projects within the scope of the petitioned-for unit, I will entertain a motion by the Petitioner to reinstate the petition.

longer period within which to file.<sup>14</sup> A copy of the request for review must be served on each of the other parties to the proceeding, as 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](http://www.nlr.gov). Once the website is accessed, select **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.

Issued at Baltimore, Maryland this 25th day of June 2014.

(SEAL)

/s/ CHARLES L. POSNER

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Charles L. Posner, Regional Director  
National Labor Relations Board, Region 5  
Bank of America Center -Tower II  
100 South Charles Street, Suite 600  
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<sup>14</sup> 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.