

5. This request is consistent with past extensions granted by the Board in other cases and is necessary to afford Respondent's counsel sufficient time to thoroughly review and analyze ALJ Landow's Decision and to prepare Respondent's Exceptions and supporting brief.

6. Respondent's undersigned counsel conferred with counsel for the General Counsel and for Charging Party regarding this matter, and both agreed to a "reasonable" extension but stated they did not find an extension to May 17, 2017 reasonable because, as stated by counsel for the General Counsel, "10(j) matters...are a priority for the Region."

7. The position taken by counsel for the General Counsel and by Charging Party is perplexing as they already have obtained Section 10(j) relief. On October 24, 2016, United States District Court Judge Cogan of the Eastern District of New York issued a preliminary injunction at the request of the counsel for the General Counsel, which is attached hereto as Exhibit A. That injunction remains in place, and the extension requested by Respondent has no effect on the 10(j) relief currently in place. Nor is the extension requested by Respondent a significant delay in the context of the Board's general handling of exceptions to decisions of administrative law judges. This extension will not cause delay or prejudice to any party to this case, nor will it impede the Board's consideration of the matter.

8. For all of the reasons stated above, Respondent respectfully requests an extension of time from April 6, 2017 to May 17, 2017 for the purpose of filing Exceptions and a supporting brief to ALJ Landow's decision with the Board.

Respectfully submitted,

DATED: March 24, 2017

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: /s/ Frank Birchfield
Frank Birchfield, Esq.
1745 Broadway, 22nd Floor
New York, NY 10019
Telephone: (212) 492-2518
Facsimile: (212) 492-2501
frank.birchfield@ogletreedeakins.com
Attorneys for Respondent

CERTIFICATE OF SERVICE

The undersigned certifies that on the 24th day of March 2017, the foregoing pleading, **PRIMEFLIGHT AVIATION SERVICES, INC'S REQUEST FOR AN EXTENSION OF TIME TO FILE EXCEPTIONS AND A SUPPORTING BRIEF**, was filed via electronic filing with:

Office of the Executive Secretary
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570

and served via e-mail upon:

Marcia E. Adams
Acting Supervisory Attorney for the General Counsel
Marcia.Adams@nlrb.gov

Brady Francisco-FitzMaurice
National Labor Relations Board
Brady.Francisco-FitzMaurice@nlrb.gov

Brent Garren
Representative for the Charging Party
Local 32BJ, Service Employees International Union
bgarren@seiu32bj.org

/s/ Frank Birchfield
Frank Birchfield, Esq.

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EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----	X	
	:	
JAMES G. PAULSEN, Regional Director of	:	
Region 29 of the National Labor Relations	:	
Board, for and on behalf of the NATIONAL	:	PRELIMINARY
LABOR RELATIONS BOARD,	:	INJUNCTION
	:	
Petitioner,	:	16 Civ. 5338 (BMC)
	:	
-against-	:	
	:	
PRIMEFLIGHT AVIATION SERVICES, INC.,	:	
	:	
Respondent.	:	
-----	X	

COGAN, District Judge.

This matter having come before the Court on the petition of James G. Paulsen is a Regional Director of the National Labor Relations Board (“NLRB”) for injunctive relief pending administrative review of an unfair labor practices charge against PrimeFlight Aviation Services, Inc. (“PrimeFlight”), and this Court having rendered its October 24, 2016 Memorandum Decision and Order, granting in part the petition for injunctive relief, it is hereby

ORDERED, ADJUDGED AND DECREED, that PrimeFlight, its officers, agents, representatives, servants, employees, attorneys, and all members and persons acting in concert or participation with them, are hereby enjoined, pending the final disposition of the matters involved herein by the NLRB, as follows:

1. PrimeFlight shall immediately recognize the Service Employees International Union, Local 32BJ (the “Union”) as the interim collective-bargaining representative of its employees in the following bargaining unit: all full-time and regular part-time employees employed by PrimeFlight at Terminal Five at JFK Airport, excluding

- confidential employees, office clericals, guards, and supervisors, as defined by the National Labor Relations Act (“NLRA”);
2. PrimeFlight shall immediately commence bargaining in good faith with the Union, subject to the following conditions:
 - a. Any agreement reached between PrimeFlight and the Union is subject to termination if the NLRB determines that PrimeFlight is not subject to the NLRA or did not violate any provisions therein;
 - b. Any agreement reached between PrimeFlight and the Union may not include minimum shift or employee requirements so that PrimeFlight is able to assign shifts and employees commensurate with JetBlue’s expressed employment needs;
 3. PrimeFlight shall, within 10 days of the date of this Preliminary Injunction, provide the Union with the information requested in its May 23, 2016 letter, including a roster of all bargaining unit employees, applicable employee handbooks, and information pertaining to health insurance or other employee benefit plans;
 4. PrimeFlight shall, within 10 days of the date of this Preliminary Injunction, post copies of this Preliminary Injunction at all locations where employer notices to employees are customarily posted; maintain such notices free from all obstructions or defacements pending the outcome of the administrative proceeding before the NLRB; and grant to agents of the NLRB reasonable access to PrimeFlight’s areas at JFK Airport to monitor compliance with this posting requirement; and
 5. PrimeFlight shall, within 20 days of the date of this Preliminary Injunction, file with this Court and serve a copy on petitioner, a sworn affidavit from a responsible official

at PrimeFlight that describes with specificity how PrimeFlight has complied with the terms of this Preliminary Injunction, including the exact locations where PrimeFlight has posted the materials required under this Preliminary Injunction.

SO ORDERED.

Digitally signed by
Brian M. Cogan

U.S.D.J.

Dated: Brooklyn, New York
October 24, 2016