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April 20, 2020

VIA E-FILE
Executive Secretary
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Re: FDR Services Corp. of New York, Inc.
Case No.: 29-RC-215193

Dear Executive Secretary:

This firm represents the Employer, FDR Services Corp. of New York, Inc. (the "Employer" or "FDR") in the above-referenced matter. Regional Director Kathy Drew King (the "Regional Director") of the National Labor Relations Board, Region 29 (the "Board") issued the enclosed Decision and Certification of Representative on or about April 14, 2020 (the "Decision"). We write to respectfully request a 30-day extension of time to submit the Employer's request for review pursuant to Section 102.69(c)(2) of the Board's Rules and Regulations, from April 28, 2020 to May 28, 2020.

FDR provides laundry services to hospitals, nursing homes, and surgi-centers. During this current COVID-19 pandemic, FDR is operating to launder bedsheets and other soiled linens for hospitals and healthcare facilities in the east coast area. Both FDR's management and its union represented employees are putting themselves at great risk of exposure to COVID-19 as they work diligently to provide overwhelmed metropolitan area hospitals with fresh linens for virus-afflicted patients. Naturally, FDR is entirely absorbed in maintaining its day-to-day operations and doing its part to support the operations of area hospitals. As such, it is presently unable to devote the necessary time and resources to participate in the submission of a meaningful request for review by the current deadline.

In addition to FDR's reasons for an adjournment, my firm requires one as well. Our offices are currently closed due to the pandemic. We are doing the best we can to work remotely, but our capacity to work is limited as many of us, including myself, are caring for young children. In addition, several of our colleagues have been afflicted by COVID-19. Others amongst us, including attorneys who perform work on matters for FDR, including the forthcoming request for

review, are caring for immediate family members who have been afflicted by the virus. For these reasons, our firm also requires an adjournment to provide us with sufficient time to prepare a meaningful petition for a review.

This is FDR's first request for an extension of time to submit its' request for review. The Petitioner, Laundry Distribution and Food Services Joint Board, Workers United (the "Petitioner"), does not consent to the extension because they believe that only FDR's union-represented workers are putting themselves at risk to exposure. This is, of course, absurd as FDR's non-union represented supervisors and management employees are present in the same factory as Union employees. Thus, everyone who works at FDR is putting themselves at risk of infection during this difficult time. Similarly, the Union objects to an extension because, in its opinion, a petition for review only involves legal issues and that a client simply has no business participating in the preparation of same. This position is meritless as a client has every right to participate in the preparation of any filing and the development of the arguments in same. Notably, the Union did not offer any specific objection to my firm's request for an extension of time and the reasons why we need one.

Accordingly, we respectfully request that FDR's request for a 30-day extension to submit a petiton for review (to May 28, 2020) be granted.

Finally, I hereby certify that a copy of this request has been served on the Petitioner by email at the address indicated below and that a copy was provided to the Regional Director by separate efiling.

Please contact our office directly should you require any additional information to consider this request.

We thank the Board for all courtesies extended.

Respectfully submitted,

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Encl.

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4833-4939-1034, v. 1

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

FDR SERVICES CORP. OF NEW YORK
Employer

and Case No. 29-RC-215193

LAUNDRY DISTRIBUTION AND FOOD
SERVICE JOINT BOARD, WORKERS UNITED
Petitioner

DECISION AND CERTIFICATION OF REPRESENTATIVE

Pursuant to Section 102.69 of the Board's Rules, I have considered the exceptions filed by FDR Services Corp. of New York, herein called the Employer, to the Hearing Officer's report recommending disposition of objections filed to an election by mail conducted from November 8, 2019 to December 2, 2019.[1] The election was conducted pursuant to my direction.[2] The Tally of Ballots shows 103 ballots were cast for Laundry Distribution and Food Service Joint Board, Workers United (herein called the Union), and one ballot cast against the participating labor organization. There were 17 non-determinative challenged ballots. The Employer filed timely objections to the election.

On December 23, the undersigned issued a Report on Objections and Notice of Hearing overruling the Employer's first and third objections and directing that a hearing be held on the Employer's second objection. Pursuant to the December 23 Report, a hearing was held before a Hearing Officer on January 21 and 22, 2020.

On February 24, 2020, the Hearing Officer issued a Report in which she recommended that

[1] All dates hereinafter are in 2019, unless otherwise indicated. On November 8, the ballots were mailed by the Region to employees employed in the collective bargaining unit set forth in the parties' stipulated election agreement. Voters had to return their ballots so that they would be received in the Region 29 office by close of business on December 2.
[2] On February 20, 2018, Brotherhood of Amalgamated Trades, Local 514, herein called Local 514, filed a petition seeking to represent certain employees employed by the Employer. Laundry Distribution and Food Service Joint Board, Workers United intervened on the basis of a collective bargaining agreement. The parties entered into a Stipulated Election Agreement which I approved on September 25, 2019. On October 23, 2019, Local 514 requested permission to withdraw the instant petition. The Union, a full intervenor, objected to the withdrawal of the petition. On October 24, the Employer informed the Region that it would not permit the election to take place on its premises on October 25. The undersigned issued an Order Cancelling Election and Denying Local 514's Request to Withdraw the Petition. On October 30, I issued an Order Scheduling Mail Ballot Election and Approving [Local 514's] Request to Be Removed from Ballot.

the Employer's second objection be overruled.[3] As described more fully below, the Employer filed exceptions related to the Hearing Officer's recommendation to overrule its second objection, and a brief in support thereof. In response, the Union filed an Answering Brief to the Employer's Exceptions to the Hearing Officer's Report and Recommendations.

I find that the Hearing Officer's rulings made at hearing are free from prejudicial error and are hereby affirmed. I have reviewed and considered the evidence and the arguments presented by the parties and, as discussed herein, I agree with the Hearing Officer that the Employer's second objection should be overruled. Accordingly, I am issuing a Certification of Representative.

The Employer's Exceptions

The Employer's second objection alleges that the Union subjected employees to fear and intimidation, specifically by visiting employees at their homes during the mail ballot and offering to mark employees' mail ballots for them. The Hearing Officer's Report did not find that the Union engaged in objectionable conduct and recommended overruling the Employer's second objection. The Hearing Officer specifically found that: (1) the credible evidence shows that Union representatives Dario Almanzar and Marcia Almanzar did not solicit, mark, or collect mail ballots from any unit employees and that the Union did not solicit, mark or collect Torres' ballot; (2) the offer of Union representatives Dario Almanzar and Marcia Almanzar to take three to four employees to the post office to mail their ballots was not objectionable; and (3) the presence of two Union representatives in the homes of two voters while those voters voted did not affect the results of this election.

The Employer takes exception to the Hearing Officer's findings that the Union did not engage in objectionable conduct and that the Union's conduct did not affect the outcome of the election. In this regard, the Employer asserts that the credible evidence elicited from unit employees established that Union agents on multiple occasions engaged in objectionable conduct by offering to mark the ballots of voters, remaining in close proximity to voters casting their ballots and offering to bring voters to the post office/mail box to mail their ballots. The Employer argues that the aforementioned conduct destroyed the integrity of the election and that such conduct warrants setting aside the election regardless of the number of employees affected.

The Union takes the position that the Hearing Officer correctly found that it did not engage in objectionable conduct and that even if objectionable, its conduct did not affect the outcome of the election. The Union concludes that the Employer's exceptions should be dismissed, and the Hearing Officer's Report and Recommendations be affirmed.

Board Law

The Board applies an objective test in determining whether to set aside an election. The test is whether the conduct of a party has the tendency to interfere with the employees' freedom of

[3] On March 3, 2020, the Hearing Officer issued an Errata, correcting her February 24, 2020 Report. In this regard, among other things, a sentence on page 7 of the Report was corrected to read, "Under this legal standard, the Employer has not established that the Petitioner engaged in objectionable conduct;" and on page 9 to read, "I do not find that the presence of two Union representatives in the homes of two voters while those voters voted could have affected the results of the election."

choice. *Cambridge Tool Pearson Education, Inc.*, 316 NLRB 716 (1995).[4] Thus, under the Board's test the issue is not whether a party's conduct in fact coerced employees but whether the party's conduct reasonably tends to interfere with the employees' free and uncoerced choice in the election. *Baja's Place, Inc.*, 268 NLRB 868 (1984).

In *Grill Concepts Services d/b/a The Daily Grill*, 2019 WL 2869823 (NLRB Case No. 31-RC-209589, June 28, 2019) the issue before the Board was whether union representatives' offers to help employees with their mail ballots, including offers to help employees fill out their mail ballots, constituted objectionable conduct. The Board set forth the applicable law as follows:

> Generally speaking, union home visits during election campaigns are lawful and unobjectionable as long as the visitors do not threaten or coerce eligible voters during the visits. *Plant City Welding & Tank Co*., 119 NLRB 131, 133-134 (1957), revd. on other grounds, 133 NLRB 1092 (1961). If objectionable threats or coercion occur during home visits, the Board follows its usual practice of applying an objective standard in evaluating whether a party's conduct had the tendency to interfere with employee free choice in the election and thus warrants setting the election aside. See, e.g., *Taylor Wharton Division*, 336 NLRB 157, 158 (2001); *Phillips Chrysler Plymouth*, 304 NLRB 16, 16 (1991). The objecting party bears the burden of demonstrating that objectionable misconduct occurred and that it warrants setting the election aside. *St. Vincent Hospital, LLC*, 344 NLRB 586, 587 (2005); *Consumers Energy Co*., 337 NLRB 752, 752 (2002).

In *Fessler & Bowman, Inc*., 341 NLRB 932, 934 (2004), the Board recognized that as a Board agent is not present when an employee casts his/her ballot in a mail ballot election, mail ballots are accompanied by election kits that clearly specify the precise procedure for casting and returning the ballot. Where such procedures are not followed, and the mail ballots come into the possession of a party to the election, the secrecy of the ballot and the integrity of the election process are called into question. Thus, the Board unanimously found that the collection of mail ballots by a party is objectionable conduct that may be a basis for setting aside the election.

<u>Analysis</u>

As indicated above, the Employer takes exception to the Hearing Officer's failure to find that the Union engaged in objectionable conduct by offering to mark the ballots of voters, remaining in close proximity to voters casting their ballots and offering to bring voters to the post office/mail

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[4] In making its determination as to whether the conduct has the tendency to interfere with employees' freedom of choice, the Board will consider: (1) the number of incidents of misconduct; (2) the severity of the incidents and whether they were likely to cause fear among employees in the bargaining unit; (3) the number of employees in the bargaining unit subjected to the misconduct; (4) the proximity of the misconduct to the election date; (5) the degree of persistence of the misconduct in the minds of the bargaining unit employees; (6) the extent of dissemination of the misconduct among bargaining unit employees; (7) the effect, if any, of misconduct by the opposing party to cancel out the effects of the original misconduct; (8) the closeness of the final vote; (9) the degree to which the misconduct can be attributed to the party. See, e.g., *Taylor Wharton Division*, 336 NLRB 157, 158 (2001); *Cedars-Sinai Medical Center*, 342 NLRB 596 (2004).

box to mail their ballots. For the reasons discussed herein, I reject the Employer's contention that the Hearing Officer erred in failing to find that the Union engaged in objectionable conduct.

Alleged Offers by the Union to Mark Ballots

The Employer contends that credible evidence shows Union representatives offered to mark the ballots of employees Angela Torres and Maria Robles. The Employer excepts to the Hearing Officer's failure to find that the Union representatives offered to mark these employees' ballots.[5] The Union asserts that the Hearing Officer properly concluded that Torres' testimony was not credible and denies that Maria Rivas offered to mark or physically assist Robles with her ballot.

The Testimony of Angela Torres

The Employer, in its exceptions, contends that the credible testimony of employee Angela Torres shows that Union representatives Dario Almanzar and Marcia Almanzar offered to mark Torres' ballot during a home visit. The Employer specifically argues that the Union representatives "offered to fill out" Torres' ballot. The Hearing Officer did not credit Torres' testimony, finding it vague and inconsistent. The Employer takes issue with the Hearing Officer crediting the testimony of Dario Almanzar and Marcia Almanzar, the two Union representatives that employee Angela Torres alleges visited her house, over the testimony of Torres. The Employer argues that the Union representatives have a personal stake in the outcome of the election[6] whereas employee Torres had little interest in the outcome of the election.[7]

With regard to the testimony at hearing on this matter, Torres initially testified on direct examination that Union representatives Dario Almanzar and Marcia Almanzar came to her house; she did not let them in, but that they wanted to come in and speak to her about the ballot and how to fill it out.[8] When specifically asked in a leading manner on direct examination whether anyone from/associated with the Union asked to mark her ballot, Torres responded, "Yes. They wanted to, but I didn't let them do that either." (Tr. 52). Thereafter, when Torres was asked on direct examination whether anyone from or associated with the Union offered to bring her to the post office to mail her ballot, Torres responded, "Not directly to the post office, but they did offer to fill it out for you, to show you how to fill it out; that type of thing." (Tr. 57) On redirect examination, Torres testified that the Union representatives visited her house twice; that "they" were also outside the Employer's facility; and that "they" said, "Here, I want to show you how to write, what to do." (Tr. 73). Dario Almanzar testified that he did not offer to mark any employees'

[5] The Employer does not contend that the Union offered to mark the ballot of Rena Osoer Rodriguez.
[6] Record testimony indicates that the union representatives wanted the Union to win the election.
[7] Torres' testimony indicates that she did not support the Union.
[8] The Hearing Officer noted that Torres could only identify the second representative as "Marcia" after reviewing an affidavit that she had previously given. The affidavit was previously prepared by the Employer and submitted with the Employer's offer of proof. Torres testified that the Employer's owner was present with the Employer's attorney while she gave her affidavit. At the hearing on cross examination, Torres testified that she was careful to include "everything that [the Union] had done to her" in this affidavit. The Hearing Officer noted on the record that there was no mention of a home visit in the aforementioned affidavit. (Tr. 69).

ballot and that his only home visit was to an employee named Evelyn.[9] Marcia Almanzar specifically testified that she did not meet with employee Angela Torres.[10]

After careful examination of the record, I am not persuaded that the Hearing Officer's credibility findings are incorrect. Accordingly, I reject the Employer's assertion that the credible evidence establishes that the Union offered to mark Torres' ballot.

Testimony of Maria Robles

The Employer also contends that employee Maria Robles testified that an agent of the Union offered to mark her ballot. Specifically, the Employer contends that assistant shop steward Maria Rivas offered to mark Robles' ballot. However, according to the testimony of Robles, after Robles told her co-worker Maria Rivas that she could not fill out her ballot because she did not know how to read, Rivas offered to help her fill it out.[11] Rivas offered to go to Robles' house to help her. When Rivas called Robles the next day after work, Robles told Rivas that she was not home. Robles testified that she filled out her ballot by herself. The Employer asserts that because Robles testified that she could not fill out the ballot as she did not know how to read, it is inferable that Rivas offered to (physically) fill out the ballot for Robles. In this regard, it is noted that Rivas testified that she asked Robles if she had received her ballot and Robles advised Rivas that she had received the ballot but that she was confused by the different envelopes. According to Rivas, Robles sought her help to understand the process of the envelopes.[12] Rivas specifically testified that she did not offer to mark or collect Robles' ballot.[13] I find that the record testimony is inadequate to establish that any mail ballot solicitation occurred or that Rivas offered to mark Robles' ballot or otherwise physically assist Robles with her ballot. Similarly, the evidence does not establish that Rivas sought to have Robles record her vote in the presence of Rivas, or that Rivas engaged in any other conduct that could reasonably be viewed as coercive or imperiling the integrity of the mail ballots in this election. In these circumstances, I agree with the Hearing Officer's finding that even assuming Rivas is an agent of the Union, the offer to help Robles with her ballot is not objectionable.[14] See e.g. *Grill Concepts, supra.* (where the petitioner's witnesses who were present during the home visits in question consistently testified that they merely asked eligible voters whether they had received their mail ballot and offered to explain the process for correctly filling out the ballot and the employer's witnesses were equivocal or non-definitive as to what exactly occurred when the union representatives offered to "help" them with their mail ballots, the Board found the record did not establish that any solicitation of mail ballots occurred during the home visits and that the offers to help employees with their mail ballots were not otherwise objectionable).

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[9] The Hearing Officer credited the testimony of Dario Almanzar, which also included testimony that he did not mark any employees' ballots or offer to mail any employees' ballots.

[10] Marcia Almanzar's testimony shows that she spoke to employees about how to fill out ballots because many of the employees could not read the ballot, that she did not physically help any employee fill out their ballots and that she was not present when any employee voted. The Hearing Officer credited the testimony of Marcia Almanzar.

[11] Tr. 82.

[12] Tr. 162-163, 174.

[13] The Hearing Officer credited both Robles and Rivas, finding their testimony substantially consistent.

[14] Moreover, as noted by the Hearing Officer, the evidence presented at hearing does not establish that Rivas acted as an agent of the Union while talking to Robles about her mail ballot.

Offering to Drive Employees to the Post Office

The Employer's exceptions also contend that contrary to the findings of the Hearing Officer in her Report, the evidence at hearing established that the Union engaged in objectionable conduct by soliciting the collection of ballots by its representatives offering to drive voters to post offices. While the Employer apparently contends that the offer to drive employees to the post office or a mailbox constitutes solicitation of ballots, it also contends that inasmuch as the Union failed to offer to bring all employees to the post office, the offer is objectionable. The Union contends that offering to drive employees to the post office is lawful and unobjectionable.

The Hearing Officer found that the evidence shows that Union representatives Dario Almanzar and Marcia Almanzar offered to take three to four employees to the post office to mail their ballots as they knew the employees did not have cars to drive themselves and that there is no evidence that either Union representative made these offers in a discriminatory manner.[15] Indeed, there is no evidence to establish that the Union representatives only offered to bring pro-union voters to the post office. I also note that there is no evidence that the Union representatives sought to have the employees turn over their ballot to the Union's representatives. Rather, the offer was to bring the employee to the post office so the employee could mail the ballot. Accordingly, there is insufficient evidence of any solicitation of mail ballots when Union representatives offered to drive voters to the post office, and I agree with the Hearing Officer's finding that such conduct is unobjectionable. See e.g. *Grill Concepts, supra.* (where the evidence established that union representatives offered to drive eligible voters to the post office to mail their ballots, the Board did not find that any mail ballot solicitation occurred and affirmed the regional director's decision to certify the union). Accordingly, I reject the Employer's contention that the Hearing Officer erred by finding the Union representatives' offers to drive employees to the post office unobjectionable.

Presence of Union Representatives While Employees Were Voting

The Employer contends that the Hearing Officer erred in failing to find that the Union representatives' conduct of remaining in employees' homes while the employees voted constitutes objectionable conduct. The Employer asserts that such presence in an employee's home while he/she votes is objectionable, even if the Union representative remains in a different room while the employee votes. The Union argues that the evidence does not establish that its representatives were in the employees' presence while they were voting and that the Employer failed to meet its burden of establishing the existence of objectionable conduct.

The Hearing Officer found that Union representatives were present in two employees' homes while these employees voted. In this regard, Union representative Dario Almanzar testified that he visited the home of an employee named Evelyn and that Evelyn completed her mail ballot in the kitchen while he was in another room in her home (the living room). Additionally, employee Rena Osoer Rodriguez testified that Union representative Marcia came to her house and asked her if she received her ballot. Rodriguez testified that she "did not know what to do, what paper to put

[15] There is no evidence that any employee accepted the Union representatives offer. Rather, the testimony at hearing shows that employees Rena Rodriguez and Evelyn declined the Union representatives' offers to take them to the post office.

in what envelope" and Marcia explained the process to her. Specifically, Rodriguez testified that Marcia "told me what I had to do, where I had to sign, and where to put stuff, what envelope to put in. And then once I did it, she asked me if I knew where there was a mailbox."[16] Marcia offered to take Rodriguez to the mailbox, but Rodriguez declined. While Rodriguez' testimony indicates that Union representative Marcia was present at employee Rodriguez' home while Rodriguez voted, Rodriguez' testimony does not provide details about what room she was in when she completed her ballot or whether Marcia was present in the same room with her when she voted. And, Union representative Marcia testified that she was never present while an employee of the Employer filled out their ballot. The record does not establish that there were any other instances of employees voting while Union representatives were in their homes.

Thus, although the evidence shows that Union representatives were in two voters' homes while the voters completed their ballots, the evidence is insufficient to establish that the Union representatives physically assisted voters in filling out their ballots, that any voter completed a ballot in the presence of a Union representative or that any voter's marked ballot was in view of a Union representative in the home.[17] Further, the evidence indicating that Union representatives were in the homes of voters while the voters completed their ballots, standing alone, does not establish that the Union representatives engaged in conduct that could reasonably be viewed as coercive or impugning the integrity of the election. Indeed, the Board has found that the mere presence of one of the parties to an election at or near the polling area is not *per se* objectionable. In this regard, I note that while using a union official as an election observer is not preferable, the Board has held that absent evidence of misconduct, service by a union official as an election observer at a polling place is not grounds to set aside a representation election. See e.g.; *Longwood Security Services, Inc.*, 364 NLRB No. 50 (2016); *NLRB v. Black Bull Carting, Inc*. 29 F.3d 44, 46 (2nd Cir. 1994). Similarly, the Board has held unobjectionable the presence of supervisors in a polling area where there was a legitimate purpose for such presence. See *Equitable Equipment Company, Inc*., 214 NLRB 939 (1974) (where the presence of 86 foremen, later found to be supervisors, in the polling area, was an inadequate basis to set aside an election.)

However, even assuming that the Union representatives' conduct, i.e., remaining in the homes of the two voters while the employees completed their ballots, is objectionable, I find that such conduct does not warrant setting aside the election. In this regard, the Board has held that where impugned votes are isolated instances and are not sufficient to affect the outcome of the election, as in the instant case, it will not set aside an election. See e.g., *Contintental Bus Systems, Inc*., 104 NLRB 599, 602 (1953) (where the Board found that even assuming there was an instance of an employee completing his mail ballot in the union office and the marked ballot was in plain view of several union representatives, such was insufficient to warrant a hearing or setting aside the election, noting that the isolated instance could not have affected the results of the election). Here, there were only two instances of the alleged misconduct involving two votes in a unit of approximately 197 employees, there is no evidence of dissemination, and the Union won by a

[16] Tr. 88.

[17] With regard to a party meeting its burden to demonstrate whether the integrity of an election is compromised generally, See e.g. *St. Vincent Hospital, LLC*, 344 NLRB 586, 587 (2005) (where the record failed to establish that the secrecy of the ballots was impugned as a result of two employees' simultaneous presence in the voting booth, the Board held the employer failed to demonstrate that objectionable conduct occurred, noting that there was no evidence that the two employees had even marked their ballots while they were in the voting booth together).

substantial margin of victory (about 100 votes).[18] With such a substantial margin of victory, these two votes would not have affected the outcome of the election.

I note that the Employer argues that even one instance of a Union representative remaining in the home of an employee while the employee is completing his/her ballot warrants setting aside an election. The Employer cites the position of Chairman Battista and Member Schaumber in *Fessler & Bowman, supra* at 936, that they would establish a bright-line rule that elections should be set aside, upon the filing of timely objections, whenever a party is shown to have collected or solicited mail ballots, even if it cannot be shown that a particular number of objectionable events were outcome determinative. However, in the absence of a majority to adopt their position, Chairman Battista and Member Schaumber agreed to remand the case to the regional director for resolution of challenged ballots to determine whether the objectionable conduct could have affected the election result. Further, in the instant case, there is no evidence of mail ballot solicitation or collection as there was in *Fessler & Bowman*.

In the circumstances set forth above, and considering the substantial margin of victory, there is insufficient evidence to establish that the Union's conduct reasonably tended to interfere with the employees' free and uncoerced choice in the election. Thus, I agree with the Hearing Officer's recommendation to overrule the Employer's second objection.

CONCLUSION

Based on the above and having carefully reviewed the entire record, the Hearing Officer's Report and Recommendations on Objections, the exceptions and arguments made by the Employer and the arguments made by the Union, I overrule the Employer's second objection, and I shall certify the Union as the representative of the appropriate unit.

IV. CERTIFICATION OF REPRESENTATIVE

IT IS HEREBY CERTIFIED that a majority of valid ballots has been cast for Laundry Distribution and Food Service Joint Board, Workers United, and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

> All full-time and regular part-time employees employed by the Employer, but excluding guards, office employees, clerical employees, confidential employees, and supervisors as defined by the Act.

REQUEST FOR REVIEW

Pursuant to Section 102.69(c)(2) of the Board's Rules and Regulations, any party may file with the Board in Washington, D.C., a request for review of this decision. The request for review must conform to the requirements of Section 102.67(e) and (i)(1) of the Board's Rules

[18] The tally of ballots in the election shows 103 ballots were cast for the Union, one ballot was cast against the Union and there were 17 non-determinative challenged ballots.

and must be received by the Board in Washington by **April 28, 2020.** If no request for review is filed, the decision is final and shall have the same effect as if issued by the Board.

A request for review must be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlrb.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Dated at Brooklyn, New York, on April 14, 2020.

Kathy Drew King
Regional Director, Region 29
National Labor Relations Board
Two MetroTech Center
Brooklyn, New York 11201