

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

**UNIFIRST CORPORATION<sup>1</sup>**

Employer

**and**

**Case-RC-11382**

**TEAMSTERS LOCAL #669, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, AFL-CIO**

Petitioner

**DECISION AND DIRECTION OF ELECTION**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board, hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds:

The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

The parties stipulated that the Employer is a Delaware corporation with its principal office and place of business located at 68 Jonspin Road, Wilmington, Massachusetts, and with production and

---

<sup>1</sup> The Employer's name appears as amended at the hearing.

distribution facilities located at various locations in the United States, including a facility at 157 Troy-Schenectady Road, Watervliet, New York, where it is engaged in providing

industrial laundering and uniform supply services. During the last twelve months, a representative period, the Employer sold and shipped products and services, valued in excess of \$50,000, from and through its Watervliet, New York, facility directly to commercial entities located outside the State of New York. Based on the parties' stipulation and the record as a whole, I find that the Employer is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that it will effectuate the purpose of the Act to assert jurisdiction herein.

The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of the Act.

The Employer declines to recognize the Petitioner as the collective-bargaining representative of the employees described in the unit below unless and until the unit is certified. Thus, a question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Sections 2(6) and (7) of the Act.

The parties stipulated at the hearing that there is no collective-bargaining agreement, which would be a bar to an election.

The parties have stipulated that any unit found to be appropriate for the purposes of collective-bargaining should include all full-time and part-time route drivers and route supervisors, and should exclude office clerical employees, confidential employees, guards, professional employees and supervisors as defined in the Act. The only issue presented concerns the status of the sole fleet mechanic, Gary Ashley. The Petitioner seeks to include the fleet mechanic in the unit on the basis that he shares a community of interest with the other unit employees. The Employer seeks to exclude him from the unit on the basis that he does not share a community of interest with the other unit employees, but, rather, shares a community of interest with other maintenance employees.

The Employer supplies, sells, delivers, mends, and launders industrial uniforms. The Watervliet, New York facility consists of administrative offices, a stock room, and separate service, sales, inside production, and maintenance departments. As described more fully below, the maintenance department maintains both road vehicles and plant machinery. The service department and maintenance department are located on opposite sides of the facility. There are a total of approximately 102 employees at the Watervliet facility.

The service department personnel includes three district service managers (DSMs), who, based on their authority to discipline route drivers and route supervisors, I find to be supervisors within the meaning of Section 2(11) of the Act.<sup>2</sup> The DSMs report directly to Watervliet facility general manager, Scott Crimmin. There are three route supervisors, each of whom reports directly to a different DSM. The route supervisors, whom the parties have stipulated should be included in any unit found appropriate, fill in for route drivers who are absent due to vacations, illness or holidays. There are 24 route drivers employed at the Watervliet facility.

The route drivers' duties include loading vehicles, delivering uniforms, and linen products, as well as other products to customers, and returning worn product to the Watervliet facility for cleaning and repairs. In the course of their duties, the route drivers' interaction with customers includes making billing corrections. On arrival back to the facility, they check in any returned garments for replacement and then complete a "cash-in" process, which entails a reconciliation of accounts. The cash-in process is performed in the route salesroom, located off the loading dock area. The route drivers also load their vehicles for the next day's deliveries.

---

<sup>2</sup> The record is silent as to the parties' positions concerning the supervisory status of the DSMs. The parties post-hearing briefs indicate that the parties agree that the DSMs are Section 2(11) supervisors.

Each route driver completes a vehicle maintenance report during the cash-in process, in which they indicate any mechanical problems with their vehicles. According to Crimmin, the drivers usually advise their DSM of the problem, in addition to depositing the vehicle maintenance report in a slot or box located in the service department and which has fleet mechanic Gary Ashley's name on it. Ashley's regular duties include routine maintenance and repairs on the vehicles, such as changing oil, tires, and lights. In addition, Ashley has replaced truck engines and transmissions. Crimmin testified that in the event the route driver is in the service department when Ashley arrives, they might discuss any vehicle problems. In addition, Ashley may speak to the route driver's DSM in order to ascertain the nature of the vehicle problem. According to the only route driver who testified at the hearing, he sees Ashley at least two or three times a week, and that the other route drivers talk to Ashley about their trucks. The route driver further testified that on a number of occasions he assisted Ashley by lifting the vehicle gates.

The route drivers work varying schedules, and they report between approximately 4:00 a.m. and 8:00 a.m. each day, and return to the facility between 12:15 p.m. and 6:00 p.m. Although Ashley had been scheduled to work from 9:00 a.m. to 6:00 p.m., in August 2003, his schedule was changed to 2:30 p.m. to 10:30 p.m. Since his schedule change, Ashley testified that he sees approximately 15 of the 24 route drivers each work day, and they frequently discuss their driver vehicle report with him. In addition, Ashley has had discussions with some route drivers concerning certain customers that Ashley previously serviced during the three-month period between July and October 2002, when he performed route driver duties on a regular basis due to a shortage of route drivers and route supervisors. Ashley

continued to be paid on an hourly basis during that period. Since October 2002, according to Ashley, he has performed route driver duties on only one occasion.

Ashley is directly supervised by Crimmin, and, thus, is not under the supervision of either the maintenance department supervisor or any service department personnel. Ashley submits a daily report of his work activities to Crimmin, and he meets personally with Crimmin at the beginning and end of each workday. In this regard, if a major expenditure is required or if vehicle repair work has to be “sent out,” Ashley and Crimmin are the only individuals involved in this determination. Crimmin is solely responsible for disciplining Ashley. The route drivers and route supervisors are subject to discipline by their DSM. Ashley spends 98 percent to 99 percent of his working time on fleet maintenance, and the other maintenance employees similarly spend 98 percent to 99 percent of their working time servicing the plant machinery. Ashley testified that he is “normally” asked to work on plant machinery when other maintenance employees are not in the building.

While Ashley is paid on an hourly basis, the route drivers are paid on a commission basis, and the route supervisors are paid a weekly salary. The other maintenance department employees, as well as production and office staff are also paid on an hourly basis, and Ashley and these individuals punch a time clock, which is located in a centralized location. Maintenance supervisor Raymond Desilets worked between 3:00 a.m. to 4:00 a.m. and 12:00 p.m. to 1:00 p.m. The other maintenance employees’ regular shifts are from 8:00 a.m. to 4:00 p.m., 2:00 p.m. to 10:00 p.m., and 12:00 p.m. to 9 p.m. The route drivers and route supervisors do not punch a time clock. Ashley’s hourly wage rate is approximately \$19 per hour. The other maintenance mechanics receive between \$12 and \$20 per hour, depending on their skill level. The route drivers’ weekly commissions range between \$650 and \$850 per week, depending on their route.

Ashley was originally hired as a fleet manager, but was subsequently demoted to the position of fleet mechanic.<sup>3</sup>

The benefits provided to employees, including health insurance, vacation, sick time, as well as a bonus for turning in a sales lead, are equally applicable to all maintenance, service, production, and clerical employees. However, the number of route drivers that can take vacation at any given time is limited because of the need for DSMs to cover their routes. In Ashley's case, there is no such limitation on when he can take his vacation, as the Employer provides for an outside service to cover for him during a vacation. Ashley does not cover for other maintenance employees in their absences during vacations, and the other maintenance employees do not cover for Ashley in his absence.

Ashley received training with other maintenance employees in operating a forklift. Although Ashley testified that he has received no other special training for his position as fleet mechanic, he has received training by the general manager and route drivers for filling out paperwork, loading the trucks, and installing new accounts, all of which are functions performed by route drivers. In addition, when he was classified as a fleet manager, Ashley had received training for General Electric's safety program, which was required in order to make deliveries to that company.

According to Crimmin, within the past year, Ashley drove special deliveries of product to customers when the regularly scheduled delivery was short of the required amount of products. However, Crimmin notes that other individuals, including Crimmin, clerical employees, and, more commonly, the DSMs, have performed special deliveries. Crimmin states that Ashley has been asked by DSMs to perform special deliveries. In addition, although Crimmin asserts that the DSMs do not give Ashley directions, they may inform him of the need to have a certain vehicle operational before

---

<sup>3</sup> The record does not reflect when this demotion took place.

another. Ashley testified that he has performed at least 50 special deliveries during an unspecified period of time. He was normally asked by a DSM to perform this task. However, Ashley testified that he no longer takes direction from the DSMs, except to the extent of frequently discussing with the DSMs the order in which vehicles need to be back in service. Crimmin testified that Ashley has performed approximately six special deliveries during the past year. Ashley testified that he has received calls at night that were made to all maintenance employees which required them to come to the facility concerning a plant mechanical problem.

The Employer employs a full-time driver at its Keesville, New York facility who is assigned to the "shuttle," which consists of a trailer driven daily between the Watervliet and Keesville facilities. According to Crimmin, Ashley, who possesses a Class 1 commercial drivers license, has run the shuttle on two occasions. Ashley testified that he ran the shuttle five times in the past year. Ashley is the only employee at the Watervliet facility with a Class 1 license. According to Crimmin, Ashley no longer is assigned to the shuttle, and he has arranged for an outside employment service to cover for the absence of the regular shuttle driver. However, Ashley was required to be present when the shuttle driver replacement was at the facility in order to ensure that the product got properly loaded and unloaded, and to help the replacement driver load the truck. Ashley also testified that he has not been assigned to the shuttle since his demotion from fleet manager to fleet mechanic.

Ashley testified that, in the past year, he installed approximately 15 to 20 new accounts, which involves reviewing the service contract with new customers and delivering the product to lockers at the customers' place of business. The last time Ashley performed this function was in June 2003, and he will no longer be performing this duty. Ashley was not aware of any other maintenance employees installing new accounts. Crimmin, however, testified that Ashley's testimony is not true, and, that to his

knowledge, Ashley has not installed any new accounts within the last year. Crimmin further asserted that, if a DSM had instructed Ashley to install a new account, the DSM was unauthorized to do so.

Ashley testified that certain of the duties described above, specifically driving the shuttle, being on call, and installing new accounts, pertained to the period prior to his demotion to fleet mechanic from fleet manager.

Although Ashley's duties previously included servicing vehicles on the road, approximately three months ago, Crimmin took away this function from Ashley because he wanted him to work solely at the Watervliet facility. In addition, Crimmin asserts that Ashley requested that he not be contacted at times when he was not working at the facility, as he was receiving 6 to 12 calls per day from office personnel, Crimmin, DSMs, route drivers, and the alarm company. Until recently, Ashley's duties included taking care of the building alarm. In this regard, route drivers and route supervisors used to have access to Ashley's personal pager number, and they frequently called Ashley for assistance. The Employer currently uses an outside service for road assistance. Since his removal from on-call duties, Ashley has received two such calls on his pager from individuals who had not been informed that Ashley no longer has this responsibility.

The maintenance department, in addition to the department supervisor and Ashley, consists of three other employees, who are responsible for maintaining the in-plant machinery. A wall divides Ashley's work place from the rest of the maintenance department. Ashley has a cubicle in his work area, and it has a computer.<sup>4</sup> The route drivers share three computers that are located in the room where they perform the cash-in function in the service area. The other maintenance employees do not

---

<sup>4</sup> The record does not reflect the nature or extent of Ashley's use of the computer in his cubicle located in the maintenance area.

have an office and do not have access to a computer. Ashley's work area is located about 200 feet from the area where trucks are loaded and unloaded.

According to Crimmin, there have been occasions in which Ashley has assisted other maintenance employees, for example, during a mechanical shutdown, or in removing a motor or unjamming a conveyor. Ashley testified that, in the case of a conveyor belt jam, it could take between several minutes and 1½ hours to fix. Ashley testified that he normally performs these tasks when other maintenance employees are not in the building. In addition, Ashley testified that he has been called at home to perform this work when other off-duty maintenance employees could not be contacted.

Similarly, there have been occasions in which other maintenance employees have assisted Ashley, for example, if there was a problem with a vehicle's lift gate. Ashley testified that, until last year, he performed maintenance work on the plant machinery between once a week and once a month. Ashley further testified that, although he has frequently received assistance from a maintenance employee to install or remove a truck motor or transmission, or bleeding the brakes, he also has asked for and received such assistance from route drivers and route supervisors. In this regard, Crimmin testified that both Ashley and the other maintenance employees are mechanically inclined, and there is some overlap in vehicle and plant mechanical work, since "a motor is a motor...and belts are belts...."

Ashley testified that about one year ago he requested that the route drivers and route supervisors check their oil and add oil when necessary. However, several months ago this function was restored to Ashley.

Maintenance supervisor Raymond Desilets testified that the maintenance employees, including Ashley, use the same tools, such as wrenches and ratchets, and that they borrow tools from each other. According to Desilets, within the past year, Ashley probably performed maintenance work on the plant

machinery “a few times at night” in Desilets’ absence from the plant. Ashley and the other maintenance employees have master keys to the facility, which open every door except Crimmin’s office.

Ashley wears a navy blue uniform, as do the other maintenance employees. However, the other maintenance employees wear cotton shirts, while Ashley wears a similar shirt. The route drivers wear a green and white striped shirt, with the Employer’s logo and driver’s name, and green pants.

With respect to bargaining history, the record reflects that there had been a multi-plant, multi-union contract that encompassed the Watervliet drivers, and that the Petitioner disclaimed interest in representing Watervliet employees. I take administrative notice of an Order dated August 15, 1990, in Case 3-RD-1029, revoking Petitioner’s certification issued for the following unit:

All route jumpers,<sup>5</sup> drivers, route salespeople and helpers employed by the Employer at its Watervliet, New York facility; excluding managerial employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

## ANALYSIS

The Act only requires the petitioned-for unit to be an appropriate unit; it does not require the unit be the only appropriate or even the most appropriate unit. The Boeing Co., 337 NLRB No. 24, slip op. at 2 (2001); Overnite Transportation Company, 322 NLRB 723 (1996). The Board’s procedure for determining an appropriate unit under the Act is to first evaluate the petitioned-for unit. If the unit is found appropriate, thereby ensuring employees “the fullest freedom” in exercising their rights under the Act to select a representative of their own choosing, then the inquiry into the appropriateness of the unit ends. Overnite Transportation Company, supra.

---

<sup>5</sup> The record indicates that the duties of the individuals previously classified as route jumpers are now performed by route supervisors. There are three route supervisors in the petitioned-for unit.

A unit is appropriate when the employees in the petitioned-for unit share a community of interest. NLRB v. Action Automotive, 469 U.S. 490, 494 (1985). To determine whether employees share a community of interest, the Board considers such factors as “mutuality of interest in wages, hours [of work], and other working conditions; commonality of supervision; degree of skill and common functions; frequency of contact and interchange with other employees; and functional integration.” Ore-Ida Foods, Inc., 313 NLRB 1016, 1019 (1994).

In the present case, the record indicates that fleet mechanic Ashley shares some common interests with the route drivers and route supervisors, and also shares other common interests with the maintenance department employees. The question thus presented is whether Ashley shares a **sufficient** community of interest with the employees in the petitioned-for unit to warrant his inclusion in the unit.

With respect to wages, hours, and other terms and conditions of employment, I note that Ashley’s regularly scheduled hours differ significantly from those of the route supervisors and route drivers. Although most of the other maintenance department employees work a different schedule than Ashley, his hours are almost identical to that of one other maintenance employee. Although Ashley and the other maintenance employees are paid on an hourly basis, and share a common time clock, the route drivers and route supervisors are paid on a commission and salary basis. In addition, Ashley’s hourly rate falls within the range received by other maintenance employees. I further note that Ashley’s work uniform more closely resembles that worn by other maintenance employees than that worn by route drivers and route supervisors. Moreover, although there is a limit on the number of route drivers who can take a vacation at any given time, there appears to be no such restriction placed on Ashley. Finally, the record indicates that Ashley and the other maintenance employees use the same tools and share them with each other. Based on the above, and despite the fact that all employees enjoy common

benefits, it does not appear that Ashley shares a substantial community of interest with the other individuals in the petitioned-for unit with respect to wages, hours, and other working conditions.

With regard to supervision, Ashley, who is directly supervised by Crimmin, does not share common supervision with the route drivers and route supervisors (who are supervised by a DSM) or the other maintenance department employees (who are supervised by the maintenance department supervisor). In this regard, it does not appear that requests by DSMs that Ashley service certain vehicles in order for the trucks to be ready for their scheduled departure times is reflective of direct supervisory authority over Ashley.

With respect to skill levels and common function, although Ashley has received training on the route drivers' duties, and has in the past substituted for route drivers, the record indicates that Ashley's current job responsibilities no longer include this function. In addition, Ashley is no longer responsible for installing new accounts. With respect to special deliveries, I note that other non-service department personnel, including Crimmin and clerical employees, also perform this function. Moreover, Ashley no longer is assigned to drive the shuttle. Although the record indicates that Ashley has assisted the replacement shuttle driver in loading the truck, the regular shuttle driver is not in the petitioned-for bargaining unit; thus, the functions performed by his substitute are not bargaining unit functions. In these circumstances, Ashley's assisting in the loading of the shuttle trailer under limited circumstances does not strongly reflect a commonality of the loading function performed by route drivers. Finally, Ashley is no longer assigned to service vehicles away from the Watervliet facility and the route drivers and route supervisors have been instructed not to contact Ashley by pager. In these circumstances, it appears that since his demotion and concomitant change in his job duties, Ashley seldom performs any of the route driver job functions that he formerly performed and that he is, instead, almost exclusively involved in

truck maintenance functions. In fact 99 percent of his work consists of the performance of such functions.

The record further reflects that some of Ashley's responsibilities and skills overlap those of other maintenance department employees. Thus, unlike the route drivers and route supervisors, Ashley and the other maintenance employees utilize a forklift and they received common training in its use. In addition, although Ashley testified that he and the other maintenance employees do not "cover" for each other in case of an absence, he acknowledged that he has worked on in-plant machinery on occasions when other maintenance employees were not at the facility. I also note that, unlike the route driver and route supervisors, Ashley and the other maintenance employees have access to the facility through a master key. Finally, I note that Ashley and the other maintenance employees are on call during their non-scheduled work hours if a problem develops with the plant machinery.

With regard to frequency of contact and interchange with other employees, I note that Ashley and the drivers work at opposite sides of the building, while Ashley is located in the same general vicinity as the other maintenance employees. Although Ashley is in regular contact with many of the route drivers when he picks up the vehicle maintenance reports, it appears that the conversations are generally confined to attempting to ascertain the nature of the vehicle's mechanical problem. The absence of a route driver when Ashley picks up the vehicle maintenance reports does not prevent Ashley from performing his duties, as the record indicates that Ashley also obtains this information from the route driver's DSM.

Finally, the record indicates that there are occasions in which Ashley assists other maintenance employees in the performance of their regular duties, and other maintenance employees have assisted Ashley in the performance of his regular duties. Although there is also evidence that Ashley has

received some limited assistance from route drivers, there is little evidence that Ashley has assisted the route drivers or route supervisors in the performance of their regular assigned duties since the time Ashley's duties were changed, as described above. I further note that the route driver who testified at the hearing asserted that he occasionally has assisted Ashley on "minor things" that can be completed quickly. Although Ashley states that route drivers and route supervisors have assisted him in bleeding brakes and working on engines and transmissions, he did not indicate when and how frequently this has occurred. By contrast, maintenance supervisor Desilets testified that he has assisted Ashley in performing these tasks "quite frequently."

With regard to functional integration, I note that Ashley spends the vast majority of his working time servicing and maintaining vehicles, and the other maintenance employees spend the vast majority of their working time servicing and maintaining in-plant machinery. These duties require similar skills and mechanical expertise.

With regard to the bargaining history, it does not appear that the former bargaining unit of drivers and route salespeople included the fleet mechanic. However, since the certification for this unit was revoked 13 years ago, I find this factor inconclusive.

Based on the foregoing, and the record as a whole, I conclude that the fleet mechanic does not share a sufficient community of interest with the route drivers and route supervisors so as to warrant his inclusion in the unit. Thus, the fleet mechanic's contacts with the employees in the unit found appropriate are limited, and the essential functions are separate. Any assistance given Ashley by the route drivers and route supervisors appear to be limited, and, as noted, Ashley does not perform their regular duties. In this regard, the fleet mechanic's current duties no longer include substituting for route drivers, installing new accounts, driving the shuttle, or performing on-road service calls. In addition, the

fleet mechanic does not share common supervision, work schedules, and method of pay with the route drivers and route supervisors.

In contrast, Ashley shares a substantial community of interest with other maintenance employees. Thus, they are hourly paid, wear similar uniforms, and utilize and share the same tools and equipment, as well as common skills and abilities. In addition, Ashley and the other maintenance employees are subject to off-duty calls for plant mechanical repairs, they have access to the entire facility, they work in close proximity to each other, and they render regular assistance to each other in performing their duties. In these circumstances, including the fact that Ashley does not share direct common supervision with either the route drivers or the maintenance department employees, the absence of supervision cannot be a controlling factor.

In Overnite Transportation Company, 322 NLRB 347 (1996), the Board, in finding that the requested unit of drivers was appropriate, rejected the employer's contention that the mechanics should have been included in the unit. The Board specifically relied on the lack of regular interchange, different skills and training, separate regular supervision, and different work schedules. In addition, the drivers did not perform actual mechanical work, and the mechanics did not load or unload trucks on a regular basis, and only drove vehicles in connection with emergency repairs. Carpenter Trucking, 266 NLRB 907 (1983), cited by Petitioner in its post-hearing brief, was distinguished by the Board in Overnite Transportation, because the mechanics and drivers in that case shared supervision, drivers assisted mechanics with major mechanical work, and they used mechanics' tools when providing such assistance. Similarly, in Mc-Mor-Han Trucking Co., 166 NLRB 700 (1967), the Board found a unit of drivers appropriate even where they shared common supervision with, and received the same benefits as, mechanics that the employer had sought to include in the unit. In this regard, the Board noted that

the drivers and mechanics performed different and separate job functions, they had limited work contacts, there was virtually no interchange between the two employee groups, and there were substantial differences in compensation, hours and other conditions of employment.

Although the Petitioner's desire to include the fleet mechanic in its requested unit is a relevant factor, that does not obviate the need to apply a community of interest analysis. Airco, Inc., 273 NLRB 348 (1984). Inasmuch as the considerations that the Board deemed significant in excluding mechanics from a unit of drivers in Overnite Transportation, supra, and Mc-Mor-Han Trucking, supra, are applicable here, I conclude that inclusion of the fleet mechanic position in the requested unit is inappropriate.

Although there is only one individual classified as a fleet mechanic, my determination to exclude him from the requested unit would not leave him without the right to future representation by a labor organization, as he could be part of any appropriate bargaining unit that includes the maintenance department employees.

### **APPROPRIATE UNIT**

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

All full-time and regular part-time route drivers and route supervisors, excluding fleet mechanics, office clerical employees, confidential employees, guards, professional employees and supervisors as defined in the Act.

There are approximately 27 employees in the unit herein found appropriate.

## **DIRECTION OF ELECTION**

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate, as described above, at the time, place, and manner to be set forth in the notices of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by:

**TEAMSTERS LOCAL #669, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, AFL-CIO**

## **LIST OF VOTERS**

In order to insure 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 lists of voters and their addresses which may be used to communicate with them. Excelsior Underware, Inc., 156 NLRB 1236 (1966); NLRB v. Wyman-Gordon Company, 394 U.S. 759 (1969); North Macon

Health Care Facility, 315 NLRB 359 (1994). Accordingly, it is hereby directed that within 7 days of the date of this Decision **2** copies of an election eligibility list, containing the **full** names and addresses of all eligible voters, shall be filed by the Employer with the Regional Director of Region Three of the National Labor Relations Board who shall make the lists available to all parties to the election. In order to be timely filed, such list must be received in the Albany Resident Office, Leo W. O'Brien Federal Building, Room 342, Clinton Avenue and North Pearl Street, Albany, New York 12207, on or before **November 4, 2003**. No extension of time to file the list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

**RIGHT TO REQUEST REVIEW**

Under the provisions 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 Fourteenth Street, NW, Washington, DC 20570. This request must be received by the Board in Washington by **November 12, 2003**.

**DATED** at Buffalo, New York this **28th** day of **October 2003**.

---

**HELEN E. MARSH**, Regional Director  
National Labor Relations Board - Region 3  
Thaddeus J. Dulski Federal Building  
111 West Huron Street - Room 901  
Buffalo, New York 14202

**440 1760 6280**