

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

Mt. Hood Beverage Company

Employer-Petitioner

and

Cases 36-RM-1355
36-RM-1356

Teamsters Local Union No. 206, affiliated with
International Brotherhood of Teamsters, AFL-CIO

Union

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 record¹ in this proceeding, the undersigned makes the following findings and conclusions²:

Summary

The Employer-Petitioner (“the Employer”) is an Oregon corporation engaged in the business of selling beverages, on a wholesale and retail basis, at a number of facilities including the only two facilities involved in the this proceeding, Springfield, Oregon, and North Bend, Oregon. The Employer filed petitions with the Board seeking two separate elections, one covering the Springfield facility and the other election covering the North Bend facility. Contrary to the Employer, the Union contends that, due to significant changes resulting from the Employer’s recent consolidation and merger (“reorganization”) of the North Bend operations into the Springfield operations,

¹ Both parties timely submitted briefs, which were considered.

² The hearing officer’s rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction. The labor organization involved claims to represent certain employees of the Employer. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

the unit of employees at North Bend has lost its separate identity and should be appropriately merged into the unit of employees at Springfield. Thus, the Union contends that I should direct one election covering a unit comprising the Springfield and North Bend employees. Based on the following facts and analysis, I agree that, due to significant changes effected by the Employer's reorganization, the existing North Bend unit has been functionally integrated and merged into the Springfield unit. Accordingly, I shall direct an election in that appropriate unit.

Below, I have set forth the facts, as revealed by the record, relating to background on the Employer's operations and relating to the reorganization, a detailed restatement of the Parties' positions, an analysis of applicable Board law and the facts, and the direction of election in this matter.

1.) **Facts**

A.) **Background**

The Employer operates several facilities located throughout Oregon and Washington from which it sells and delivers beverages on a wholesale and retail basis. The Employer's facilities at issue in this proceeding are located in Springfield and North Bend, Oregon.³ The Union and the Employer are parties to two separate collective-bargaining agreements, one covering all delivery employees,⁴ non-CDL drivers, warehouse employees, and helpers employed by the Employer at its Springfield operation and the other agreement covering all delivery employees, non-CDL drivers, shuttle drivers⁵, warehouse employees, and helpers employed by the Employer at its North Bend operation.⁶ The Employer and Union are also parties to a collective-bargaining agreement that covers salespersons employed by the Employer at the North Bend operation. All three collective-bargaining agreements are effective from June 1, 1999, until June 1, 2003, and from year to year thereafter unless any party serves notice of a desire to terminate or modify the agreement 60 days prior to the expiration of the agreement.

³ The record reveals that the Employer's Springfield facility services the greater Eugene and Springfield, Oregon areas while the North Bend facility services the greater Coos Bay and North Bend, Oregon areas. Consequently, the parties, in the record and in their respective briefs, have referred to the North Bend operations or location as "Coos Bay/North Bend" and to the Springfield location or operations as Eugene/Springfield." For the sake of ease in this decision and direction of election, I have simply referred to these two operations/locations as "North Bend" and "Springfield."

⁴ These employees are also referred to in the record as delivery drivers and CDL drivers.

⁵ When the parties entered into the collective-bargaining agreement, the Employer used shuttle drivers to shuttle product from the North Bend warehouse to delivery personnel in Newport, who then delivered the product. Around August 2001 the Employer discontinued shuttling product from North Bend and began shuttling product to Newport from its Portland operation.

⁶ The record is silent concerning the extent of bargaining history between the Union and the Employer at the North Bend and Springfield facilities. The petition filed by the Employer concerning the Springfield unit states that the Union has been certified or recognized at that location since 1999.

The two delivery/warehouse collective-bargaining agreements have identical provisions except for the wage rates that apply to the delivery employees, non-CDL drivers, and warehouse employees. Under these agreements, warehouse employees and non-CDL drivers at the Springfield operation have earned 50 cents per hour more than their counterparts at the North Bend operation, and delivery employees at Springfield have earned 65 cents per hour more than their counterparts at the North Bend operation.

With respect to the Employer's operations at the North Bend facility prior to the reorganization discussed below, the record reveals that the Employer maintained a warehouse and delivery operation out of that facility. The warehouse employees picked the beverage products, which were stored at the warehouse, and loaded them onto delivery trucks. The delivery employees delivered the product to customers covered by the North Bend operation. The record further reveals that Steven Threet, the warehouse supervisor, supervised both the delivery and warehouse personnel at the North Bend facility and possessed authority to hire employees there.⁷ Threet reported to the branch manager at that facility, Scott Waiss, who had final authority to hire, fire, and discipline employees at the North Bend facility. Prior to the reorganization, the Employer employed approximately 12 unit employees at the facility, 5 of whom were delivery employees.

B.) Reorganization

In late August 2002,⁸ the Employer informed the Union that it was planning to implement a reorganization⁹ that would have a significant impact on several of its branches, including Springfield and North Bend. The parties then commenced negotiations over the effects of the reorganization. Another Teamsters local, which represented delivery and warehouse employees at the Employer's Salem, Oregon branch that was also affected by the reorganization, also participated in these negotiations. At a negotiation meeting held in early September, the Employer presented the unions with its proposed reorganization plan. That plan stated that due to economic reasons, the Employer had decided to consolidate the warehouse operations in Roseburg, Oregon,¹⁰ North Bend, and Salem, into the new warehouse facility that was under construction in Springfield. The Union and the other Teamsters local that represented the Salem employees, thereafter, reached an agreement with the Employer and signed a "Branch Closure and Settlement Agreement and Release" [the September 27 Agreement]. The Union and the Employer did not discuss the continued viability of the existing warehouse and delivery collective-bargaining agreements at the North Bend and Springfield operations but neither party at the hearing disputed that the respective

⁷ Threet also performed bargaining unit work and was a member of the bargaining unit.

⁸ Unless otherwise indicated, all dates hereinafter occurred in 2002.

⁹ The record and the parties' briefs have generally referred to the Employer's reorganization also as a consolidation and/or merger. Again, for the sake of ease, the Employer's reorganization, consolidation and/or merger will generally be referred to as the "reorganization."

¹⁰ The Employer's Roseburg operation was not represented by any labor organization.

terms of both agreements continued to be in effect at the respective operations to which they applied.

Pursuant to the terms of a Separation Agreement, which was incorporated into the September 27 Agreement, the Employer offered employees at the North Bend facility, who were losing their jobs due to the reorganization, the right to transfer to the new Springfield facility or priority consideration for openings at other Employer facilities. For those employees who transferred to the Springfield operation, the Employer agreed to a relocation bonus and the higher wage rate in effect at Springfield. The Separation Agreement also provided a severance package for those employees who lost their jobs due to the reorganization of operations, but did not transfer. The reorganization, at issue in this proceeding, was limited to the Employer's delivery and distribution operations and did not affect its sales operations at any of the involved locations. For employees who did not lose their jobs or who were not relocated as result of the consolidation and merger, there was no change in wage rates.

On November 18, the Employer closed the warehouses in Roseburg and North Bend and merged those warehouse functions into the new warehouse facility in Springfield. At about the same time, the Employer closed the old existing facility in the Eugene/Springfield operation and moved it into the newly constructed facility located in Springfield. The record establishes that the North Bend facility is located 100 to 120 miles from the new Springfield facility and requires approximately 2 hours and 15 minutes of driving time.

As a result of the closure of the North Bend warehouse, all seven warehouse positions were eliminated. Two of the employees filling those positions elected to pursue their transfer rights and transferred to the new Springfield facility while the remaining five warehouse employees did not make such an election. The Employer also shifted the delivery routes handled by the North Bend operation, to the Springfield operation with the exception of two North Bend routes, which were apparently too distant for Springfield delivery employees to handle according to the Employer's representative. The Employer retained two of the delivery employees at North Bend to handle these two routes and eliminated the three other delivery positions that had existed there.¹¹ Besides the two North Bend delivery employees who retained their positions, one North Bend delivery employee transferred to the Springfield facility, one obtained employment with another employer, and one elected to accept the Employer's severance package.

Closure of the North Bend warehouse also affected the manner in which the Employer prepared its product for delivery on the North Bend routes. Warehouse personnel at the Springfield facility now pick the product at that site and load the trailers there. Shuttle drivers employed at the Springfield facility then drive the loaded trailers to

¹¹ The Employer's labor plan (Union Exhibit 3), which shows positions added and eliminated as a result of the reorganization, reflects that the Employer eliminated all five "Direct" delivery employees and added two "Remote" delivery employees at the North Bend location. Remote presumably refers to the delivery employees' remote location in relation to the Springfield facility.

the North Bend facility where the trailers are unhooked. The two remaining North Bend delivery employees continue to work out of the North Bend facility where they hook up the dropped off trailers to their respective cabs and, then, deliver the products to the customers on their routes. Testimony established that there was some contact between the shuttle drivers and one of the North Bend delivery employees when the latter arrives at the facility to pick up the loaded trailer that the shuttle driver had delivered. In any event, once the North Bend delivery employees have completed their respective deliveries, they return and unhook the empty trailer at the North Bend facility. The Springfield shuttle driver then drives the empty trailer back to the Springfield facility, where the process starts again with the warehouse personnel loading the trailer. The Springfield based shuttle drivers also deliver some product to customers whom the North Bend operation had serviced in that area prior to the reorganization.

Supervision of the North Bend delivery employees also changed as a result of the Employer's reorganization. Following the reorganization, the only individuals with authority to hire, fire, and discipline the North Bend delivery employees are Scott Waiss, the former North Bend branch manager who is now located in Springfield as the regional operations manager, and delivery manager Al Richardson, who is also based at the Springfield facility. Waiss and Richardson also have supervisory authority over the warehouse and delivery personnel located at the Springfield facility. While the North Bend delivery employees punch in at a time clock located at the North Bend facility, that information is electronically communicated to Richardson. When Richardson needs to contact the two North Bend delivery employees he supervises, he sends a note with the shuttle drivers who deliver the trailers to North Bend or he leaves a message by telephone with customers along the North Bend delivery employees' routes. These communications could involve problems with accounts, the loads, or a variance in the money collected. Testimony established that since the reorganization, the North Bend delivery employees have spoken to the sales manager based at the North Bend facility about minor problems with accounts but the sales manager does not have any supervisory authority over those two delivery employees.

Approximately one week before the hearing in this matter, one of the two remaining North Bend delivery employees commenced employment with another employer. The Employer decided to use a Springfield based delivery employee to fill in for the departed employee and to handle some of the North Bend routes.¹² Testimony established that the employee filled in for about a week until Richardson hired a new employee for the North Bend routes. At the hearing in this matter, Waiss testified that, in the event that a North Bend employee is absent due to illness or vacation, the Employer would assign a Springfield based delivery employee to cover the North Bend routes while the North Bend employee is absent.

The Employer also presented evidence showing that it had engaged in two similar reorganizations at other facilities. The first occurred approximately 7 or 8 years

¹² The Employer paid the relief employee at his Springfield rate and also compensated him for per diem and lodging expenses.

ago when the Employer closed its warehouse in Newport, Oregon and transferred the warehouse functions to North Bend. In that reorganization, it also retained some drivers and sales personnel at the Newport location and used shuttle drivers to transport the product to Newport, which was then delivered by the Newport drivers. While those drivers are covered by a collective-bargaining agreement that still exists, the Employer is party to that agreement with a Teamster local other than the Union. The second reorganization cited by the Employer occurred approximately two years ago when the Employer closed its warehouse located in The Dalles, Oregon, transferred the warehouse functions to Portland, and shuttled product from Portland to the The Dalles for delivery by the drivers retained at that location. While The Dalles unit of the remaining four drivers voted thereafter to decertify their bargaining representative, the bargaining representative was, again, a Teamsters local other than the Union.

On March 18, 2003, the Union sent letters to the Employer stating that the Union was terminating the collective-bargaining agreements covering the delivery and warehouse employees at the Springfield and North Bend operations, and the salespersons at the North Bend operation, effective June 1, 2003. The letter concerning the North Bend delivery/warehouse agreement claimed that because the Employer no longer had a separate distribution facility at North Bend due to the Employer's reorganization, the Union felt that the remaining drivers at North Bend should be integrated into the Springfield unit. On March 19, 2003, the Employer filed the instant petitions seeking elections in the existing separate delivery/warehouse units.

2.) Parties' Positions

The Employer contends that I should direct separate elections for the unit located at North Bend and for the unit located at Springfield. In support of this contention, the Employer points to the history of separate bargaining that has existed at the facilities, the Board's presumption that a single facility unit is appropriate, and points to similar reorganizations at other Employer facilities that did not result in a merger of units that the Union seeks here. The Employer further argues that a community of interest does not exist between the Springfield and North Bend employees because of the great geographical distance between the facilities, the lack of contact between the two groups of employees, and the differing wage rates paid to the employees.

The Union, on the other hand, argues that I cannot direct elections in the separate existing units because the Employer's reorganization of its operations has so radically altered the North Bend operation that the unit located there has been effectively merged and functionally integrated with the Springfield unit. In support of its argument, the Union contends that the Employer's consolidation plan and actions have essentially eliminated the warehouse and delivery functions at North Bend. The Union further argues that the North Bend employees no longer have a separate community of interest because the North Bend delivery employees are now subject to supervision from Springfield, the Employer has merged seniority lists for the two groups, and employees in both groups receive nearly identical benefits. Finally, the Union argues

that perpetuating a separate tiny unit of two employees would be contrary to the purposes of the National Labor Relations Act.

3.) Analysis

The instant RM petitions, filed by the Employer, seek separate elections at the North Bend and Springfield facilities to test the continuing majority status of the Union. An RM petition is akin to a decertification petition, which also challenges a union's continuing majority status. The Board's general rule, with respect to the bargaining unit in which a decertification election is held, is that the unit should be coextensive with the certified or recognized bargaining unit. See, e.g., *Mo's West*, 283 NLRB 130 (1989). However, this general rule has exceptions. For instance, the Board has directed elections pursuant to RM petitions in units that were not coextensive with the recognized or certified units where the Board has determined that those established units are no longer appropriate due to an employer's reorganization of its operations. See, e.g., *Renaissance Center Partnership*, 239 NLRB 1247 (1979); *Cutler-Hammer, Inc.*, 161 NLRB 1627 (1966).

So, the Board does give substantial weight to prior bargaining history and a party challenging a historical unit as no longer appropriate bears a heavy evidentiary burden. *Trident Seafoods, Inc.*, 318 NLRB 738 (1995). However, the Board has also held that bargaining history does not have a controlling effect where significant changes in an employer's operations occur after the prior certification. See, e.g., *Plymouth Shoe Company*, 185 NLRB 732 (1970). In that case the employer altered its operations when it changed from an essentially shoe manufacturing operation to primarily a shoe warehousing and shipping operation. The Board concluded that, because of the changed nature and character of the employer's operations and the drastic diminution of the workforce reflecting that change, the scope of the unit was so altered that it was no longer appropriate because it had ceased to exist. Similarly, in the instant matter, I find that the scope of the unit at North Bend has changed so drastically, as a result of the recent reorganization, that I cannot accord controlling effect to the bargaining history in that unit and in the unit at Springfield. My finding, in this regard, is supported by the record.

In particular, the record reveals that the certified or recognized unit at North Bend was historically a warehousing and delivery unit where the delivery personnel and warehouse personnel worked together in order to deliver the Employer's product to customers in the Coos Bay and North Bend service area. All of that changed with the significant reorganization of the Employer's operations last November whereby the Employer closed its North Bend warehouse and consolidated it into the Springfield facility, and significantly cut back the number of delivery routes serviced by the North Bend facility.

As the facts establish, the North Bend facility has changed from a warehouse and delivery operation to essentially a sales operation. Sales personnel now remain at

that facility. Although the Employer is correct that the delivery employees go into the North Bend facility in order to pick up loaded trailers for deliveries, that facility is, in effect, a meeting place for them to pick up the Employer's product, which is stored and loaded in Springfield and, then, delivered to the North Bend delivery employees by the Springfield employees. It cannot be said that the two North Bend delivery employees still "report" to that facility because there is no one there to whom they are supposed to report. The Employer has also reduced the number of routes serviced by North Bend delivery employees and reassigned them to delivery employees in Springfield. As in *Plymouth Shoe*, a significant decrease in North Bend's historical unit reflects the significant changes in the Employer's operations. In this regard, the record reveals that the Employer has drastically decreased the size of the North Bend unit from 12 employees to 2 employees. In view of the above and the record as a whole, I find that the bargaining history should not be given much weight here.

With regard to the Employer's argument that separate single facility units at North Bend and Springfield are presumptively appropriate, the general rule is that a single-facility unit is presumptively appropriate unless the single facility unit has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity. *R & D Trucking*, 327 NLRB 531 (1999); *J & L Plate*, 310 NLRB 429 (1993). To determine whether the presumption is rebutted, the Board considers factors such as central control over daily operations and labor relations, including the extent of local autonomy; similarity of skills, functions, and working conditions; degree of employee interchange; physical and geographical location; and bargaining history, if any. Applying these factors to the record at hand, I find that the North Bend unit has been effectively merged into the more comprehensive Springfield unit.

Supporting a finding of an effective merger, the record reveals that control over the daily operations and labor relations of the two North Bend employees rests exclusively with the regional operations manager and delivery manager located in Springfield. These managers supervise both the Springfield unit employees and the North Bend delivery employees. Although local autonomy at the North Bend operation existed prior to the reorganization, there is no longer anyone at North Bend who is in charge of the two delivery employees. The North Bend delivery employees also use the same skills to perform virtually identical functions as the delivery employees in the Springfield unit. That is, the North Bend delivery employees drive trucks to deliver the Employer's product to customers after receiving loaded trailers, which the Springfield warehouse personnel have loaded and Springfield drivers have delivered to the North Bend delivery employees. The degree of interchange also favors a finding that the North Bend unit has been effectively merged. As noted above, a few unit employees from the North Bend unit transferred into the Springfield unit upon the Employer's consolidation of operations. The Employer also selected a Springfield employee to fill in for the North Bend delivery employee who recently obtained employment with another employer. More significantly, Regional Operations Manager Waiss testified that the Employer intends to use delivery employees from the Springfield unit to replace absent North Bend delivery employees.

I further note that the North Bend employees have identical terms and conditions of employment as the Springfield employees except for wages, which are slightly different. I further find that the Employer's North Bend and Springfield operations are functionally integrated since the Employer's reorganization of these two operations. This functional integration is evident in that North Bend delivery employees, following the reorganization, are now completely dependent on the Springfield unit employees to perform deliveries. That is, the North Bend employees must now rely on Springfield employees to load their trailers and shuttle the product to the North Bend location.

The Employer is correct that the geographical distance between the North Bend and Springfield locations militates in favor of the existing single facility units. However, after considering the distance, bargaining history, and single facility presumption, I find, that those factors are rebutted by the North Bend unit's effective consolidation and merger into the more comprehensive Springfield unit and the community of interest now shared by the North Bend delivery drivers and unit employees at the Springfield facility. See *Waste Management Northwest*, 331 NLRB 309 (2000) (single-facility presumption rebutted where Board finds that functional integration of operations; centralized control over personnel and labor relations policies; lack of local autonomy and common supervision at both locations; identical skills, duties, and other terms and conditions of employment; and evidence of interaction and coordination of two groups, outweighs geographical distance and lack of interchange factors that favor single-facility presumption); *R & D Trucking*, 327 NLRB 531 (1999) (Board finds single-facility presumption rebutted due to lack of local autonomy, permanent transfers and regular interchange between groups, small number of employees, common skills and functions, and common terms of employment except for wages).

With respect to the Employer's argument that its two prior reorganizations, which involved the Employer's Newport and The Dalles facilities, warrant separate elections in the North Bend and Springfield unit, I reject that argument. As the Union notes, it was not involved, as a labor organization, in the Employer's Newport or The Dalles operations. More significantly, there is no evidence that the labor organizations, involved in the Newport and The Dalles reorganizations, ever petitioned the Board or argued, like the Union has here, that the unit of delivery drivers that remained at those locations was no longer appropriate. Simply put, this proceeding is not about those two prior reorganizations or about what the Board would have done in those instances. Additionally, the Employer cites no Board law holding that the two prior reorganizations are controlling in this matter. I am not, therefore, persuaded that those prior reorganizations require that I find in favor of the units sought by the Employer here.

On the basis of the foregoing and the record as a whole, I shall direct an election in a unit combining employees from the Springfield and North Bend locations. That unit is described as follows:

All warehouse employees, delivery employees, shuttle drivers, non-CDL drivers, and helpers employed by the Employer at its Eugene/Springfield

and North Bend, Oregon facilities; but excluding all salesmen, merchandisers, tel-sale, managers, janitorial employees, clerical employees, employees who are employed for the purpose of repackaging, breakage, and/or crushing and/or the incidental sorting and/or recycling of empty product containers or who are employed solely for the purpose of picking up empty cartons, security personnel, guards, and supervisors as defined in the Act.

There are approximately 56 employees in the unit found appropriate.

4.) Direction of Election

An election by secret ballot shall be conducted by the undersigned among the employees in the unit(s) found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit(s) 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. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced, are eligible to vote. In addition, in an economic strike, which commenced less than 12 months before the election date, employees engaged in such strike, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are 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 Union No. 206, affiliated with International Brotherhood of Teamsters, AFL-CIO.

A.) 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 a list of voters and their addresses that may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *N.L.R.B. v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that an election eligibility list, containing the alphabetized full names and addresses of all the eligible voters, must be filed by the Employer with the Officer-in-Charge for Subregion 36 within 7 days of the date of this Decision and Direction of Election. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). The list must be of sufficiently large type to be clearly legible. The SubRegion shall, in turn, make the list available to all parties to the election.

In order to be timely filed, such list must be received in the Portland SubRegional Office, 601 SW Second Avenue, Suite 1910, Portland, OR 97204-3170, on or before May 6, 2003. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such list. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission to (503) 326-5387. Since the list is to be made available to all parties to the election, please furnish a total of 4 copies, unless the list is submitted by facsimile, in which case only one copy need be submitted.

B.) Notice of Posting Obligations

According to Board Rules and Regulations, Section 103.20, Notices of Election must be posted in areas conspicuous to potential voters for a minimum of three working days prior to the date of election. Failure to follow the posting requirement may result in additional litigation should proper objections to the election be filed. Section 103.20(c) of the Board's Rules and Regulations requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

C.) 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 Acting Executive Secretary, 1099 14th Street N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by May 13, 2003.

DATED in Seattle, Washington, this 29th day of April 2003.

Catherine M. Roth, Acting Regional Director
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