

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

DeLON OLDS CO.

Employer

and

Case 36-RC-6246

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11, 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 record¹ in this proceeding, the undersigned makes the following findings and conclusions.²

I) SUMMARY

The Employer is engaged in the operation of automobile dealerships in the Salem, Oregon area. The Petitioner filed the instant petition seeking to represent all clerical employees at its BMW/Volvo, Mitsubishi, Honda and Volkswagen dealerships, including payroll employees, contract employees, title clerks, warranty clerks, accounts payable clerks, accounts receivable clerks, receptionists and cashiers.³

The parties disagree whether two positions, "after sales coordinator" and "shipping and receiving clerk" should be included in the unit. The Employer contends that these two disputed positions are both clerical employees who have a sufficient community of interest with the other clericals in the unit and, therefore, should also be included in the unit. The Petitioner contends

¹ Both parties filed timely briefs, which were duly 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 herein. The labor organization involved claims to represent certain employees of the Employer and 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.

³ During the hearing, the Employer and the Petitioner stipulated to exclude the controller, parts managers, sales managers, service managers, and fixed operations manager on the basis that these individuals have the authority to hire, fire, and to discipline employees, and, therefore, are supervisors as that term is defined in Section 2(11) of the Act. In view of the parties' stipulation and the record in this case, I shall exclude these individuals from the unit as Section 2(11) supervisors. There were no further stipulated exclusions by the parties.

that the two disputed positions do not share a sufficient community of interest with unit employees and, thus, should be excluded from the unit.⁴

Based on the record evidence and the arguments presented by the parties, I have found that both the after sales coordinator and shipping and receiving clerk are clerical employees who share a sufficient community of interest with unit employees, which requires their inclusion in the unit. Accordingly, I shall include these two positions in the all-clerical unit. Below, I have set forth the evidence, as revealed by the record in this matter, relating to background information on the Employer's operations and relating to the duties and responsibilities of the after sales coordinator and shipping and receiving clerk. Following the evidence section is my legal analysis of the evidence, my conclusion, and direction of election.

II) EVIDENCE

A) Background Information About the Employer's Operations

The Employer is in the business of selling and servicing new and used cars in the Salem, Oregon area. It has dealerships for BMW/Volvo, Mitsubishi, Honda, and Volkswagen automobiles (hereinafter called "Employer's operation"). All of Employer's dealerships are located in several buildings within a four-block area. The accounting office, also considered the main office, is located on the second floor of one of the Honda dealership buildings.

The parties have stipulated that no employees employed in the Employer's operation are currently represented by any labor organization or covered under any labor agreement. The parties further stipulated that there is no history of collective bargaining covering the employees at issue in this case.

The clerical unit positions not in dispute are the payroll clerk, car deals and contracts employee, title clerk, warranty clerk, accounts payable employee, receptionist, back up cashier/filer, accounts receivable employee, and four cashiers. In terms of actual work locations, these employees, as well as the two disputed clericals, are spread out between the accounting office, and the other dealerships at the Employer's Facility. As such, there is some geographic proximity for all employees in the unit, including the contested employees.⁵

Regarding the duties and responsibilities of the stipulated inclusions, the payroll clerk processes payroll matters for the entire dealership and has some human resources functions. The car deals and contracts employee⁶ and the title clerk handle titling and money matters for vehicles sold on a wholesale basis. The warranty clerk handles factory warranties for cars and repair orders, and sometimes fills in for cashiers at the other dealerships. The accounts payable employee handles cancellations of service contracts and credit life insurance. The receptionist answers the phones, greets people who occasionally come into the accounting

⁴ The Petitioner has not distinguished between office and plant clerical employees with respect to the unit it seeks in this case.

⁵ The record evidence and the parties' briefs detailed the work locations of all the clerical employees at issue in this case. However, the precise details need not be repeated herein because while some of the stipulated inclusions work in the same office, others do not even work in the same block and/or dealership. Moreover, while the disputed after sales coordinator works in the same building with certain stipulated positions, other stipulated positions and the disputed shipping and receiving clerk are located at other buildings located within the Employer's four block operation.

⁶ It appears from the record evidence that the term "contract employees" refers to the car deals and contracts position, as there is nothing in the record revealing that the Employer utilizes temporary employees and/or independent contractors with regard to the work performed by the employees at issue in this case.

office, and is involved in the process of stocking new cars. The back up cashier/filer typically opens up at the Honda dealership, files service repair orders, and performs service follow-up in the Honda showroom; the accounts receivable employee performs accounts receivable duties for all dealerships at the Employer's Facility. The cashiers perform cashiering duties at the parts and service departments at their respective dealerships.⁷ All unit employees, including the two disputed employees, have occasional customer contact.⁸

There is some level of functional integration within the unit. Kathy Faist, the controller, testified that the unit cashiers are an extension of the accounting office as they take receipts, purchase orders, and packing slips to the accounting office at the end of each workday.⁹ The accounts receivable employee delivers similar paperwork to the payroll clerk each day. At least one employee in the accounting office fills in for cashiers when necessary; but for the most part, the cashiers will cover for one another. While the after sales coordinator and the shipping and receiving clerk do not fill in for any of the unit employees, similarly, other stipulated inclusions do not temporarily fill unit positions that are not in dispute.¹⁰

With respect to supervision, the only common supervision shared by the agreed upon inclusions and the disputed employees is that of the general manager, Herb Duran and owner, Tom DeLon.¹¹ Below Duran and DeLon, Faist directly supervises six of the unit employees. Other unit employees have their own immediate supervision, including the two contested employees.¹² While Faist testified that she only approves time off for those under her direct supervision, she stated that she is sometimes made aware of time off for others in the unit so that she can determine staffing coverage.¹³ This does not, however, include the after sales coordinator or the shipping and receiving clerk.

The Petitioner presented evidence that Faist handles discipline for the accounts receivable employee and some of the cashiers.¹⁴ However, Faist did not provide testimony in

⁷ The duties of the disputed employees are provided in detail below.

⁸ Regarding such contact, the record reveals that clericals in the accounting office will service customers who come upstairs to pay for a car. While the accounts receivable employee does not have customer contact in performing her accounts receivable duties, she has contact with customers when performing cashiering duties. The after sales coordinator regularly calls customers to schedule appointments. The shipping and receiving clerk has contact with customers when delivering or picking up parts. The record reveals that the cashiers in the unit have the most customer contact.

⁹ These visits usually last two to three minutes.

¹⁰ The warranty clerk, Sondra Lorenson, testified that the two disputed employees, "are not clerical.... they have totally different jobs than 2 through 13" (stipulated inclusions). However, she also testified that she sees the after sales coordinator and the shipping and receiving clerk walking around the accounting office maybe once or twice a day.

¹¹ The record reveals that the only time employees would report to the owner, DeLon, is when there is a problem that cannot be resolved with their immediate supervisors.

¹² The Employer did not provide an organizational chart, but did provide a chart of its supervisory scheme.

¹³ According to Linda Adams, payroll clerk, Faist has approved time off requests for some of the unit employees who are not under her direct supervision, in particular, the employees at the Volkswagen dealership. However Adams did not testify whether she was referring to the one cashier and/or the accounts receivable employee, both of whom are located in the Volkswagen dealership.

¹⁴ Adams testified that she has overheard Faist tell employees, both under her direct supervision and certain other unit employees exclusive of the disputed positions, they may be doing their job wrong. Adams sits three to five feet away from Faist's office. However, Adams testimony in this regard did not provide significant additional detail. Adams also testified that Faist terminated a unit clerical, who was not under her direct supervision, about 3 to 4 years ago.

this regard. With regard to hiring, Faist testified that she hired a majority of the unit employees or had some involvement in their hire with the exception of the cashier at BMW/Volvo dealership,¹⁵ the after sales coordinator, and the shipping and receiving clerk.¹⁶

The record discloses that the unit employees, including the disputed employees, work varying shifts but all within the hours of 7:30 a.m. and 6:00 p.m. None work a swing or graveyard shift. Some of the unit employees, including the two disputed positions, are paid an hourly wage while other unit employees are paid a salary.¹⁷ Regardless of whether receiving an hourly wage or a salary, the two disputed employees' pay falls within the range of pay received by employees whom the parties have stipulated into the unit. Additionally, all the clericals at issue in this matter receive time and a half for any overtime worked in excess of 40 hours in a week. According to Faist, neither the disputed nor undisputed employees are involved in selling nor are they paid any commissions based on sales or the sale of services.¹⁸

All employees at the Employer's Facility share common terms and conditions of employment, including benefits, vacation scheme, 401(k) and profit sharing plan, and employee discounts. In particular, all employees are entitled to seven paid holidays, with the exception of salespeople.¹⁹ All employees are subject to the same employee handbook, which contains the Employer's policies, rules, and regulations. The handbook also covers the procedure for contacting supervisors to resolve problems. Among the stipulated inclusions and disputed employees, there is no requirement for a certain level of education, or license of any kinds, except that the shipping and receiving clerk must possess a driver's license for when she picks up and delivers parts.²⁰ The record further discloses that all employees dress in casual business attire that must be "presentable." However, the shipping and receiving clerk sometimes wears a parts and service jacket (with her name embroidered on it) and slightly more casual clothing than others in the unit.²¹

There is no company-wide social event or holiday party. However, the Employer has had "Christmas" parties for essentially the "clerical staff" for the last fifteen years.²² The unit

¹⁵ Faist did not state whether she had any role in hiring the cashier at the BMW/Volvo dealership.

¹⁶ The record discloses that Faist had no involvement in the hiring of the disputed employees and that the individual, who did the hiring of the after sales coordinator and the shipping and receiving clerk, did not come to Faist for input regarding the interviews and hiring of those two employees.

¹⁷ Hourly workers punch in at the time clocks located in the various service departments.

¹⁸ On the other hand, Adams stated that the backup cashier/filer, cashier for the Honda dealership, and the shipping and receiving clerk each earn a commission, or a Customer Service Incentive bonus (usually from \$100 to \$150) if their "ratings" are up. Both the ratings and the bonuses directly come from Honda, rather than from the Employer. While Adams considered this a commission, Faist testified that these were bonuses because, "it's not a guaranteed thing." Faist further testified that she had no knowledge whether the shipping and receiving clerk received a commission or bonus.

¹⁹ The sales department is closed only two days out of the year. Thus, their holiday/vacation scheme is different from the balance of the Employer's employees.

²⁰ Such pickups and deliveries constitute about five to ten percent of the shipping and receiving clerk's workday.

²¹ During the hearing, Faist stated, "her (shipping and receiving clerk's) work environment is not the cleanest place in the world to work." In its brief, the Petitioner incorrectly states that the after sales coordinator also wears a parts and services jacket. The record reveals, however, that among the stipulated inclusions and disputed employees, only the shipping and receiving clerk wears such uniform.

²² The parties disputed the use of the term "clerical staff" in this context. Moreover, Sondra Lorensen, the warranty clerk, stated that she understood the after sales coordinator and shipping and receiving clerk were never included because "they did not work under Kathy Faist."

employee handling invitations for the annual Christmas party has never invited the after sales coordinator or the shipping and receiving clerk to attend the party.

B) Disputed Employees

1) Darleen Bradford, After Sales Coordinator²³

Bradford has held the after sales coordinator position for the last four years.²⁴ She reports directly to the Employer's service director/fixed operations manager. Bradford's work area is located in the Honda sales showroom. Her primary duties entail coordinating service appointments and accessory installations. For example, once a customer purchases a car and wants to install a security system, upgrade the stereo system, or apply undercoating, Bradford would contact the customer and coordinate a service appointment. About seventy-five percent of her time is spent in her office -- the rest is spent going back and forth to the Employer's other dealerships to check the various service departments' schedules. Likewise, the service and sales departments contact Bradford about scheduling.

Bradford does not ever fill in for any of the unit employees. Nor have any of the unit employees ever worked as an after sales coordinator. Bradford does not come by the accounting office to drop off paperwork like the cashiers located in the various dealerships; the only paperwork she might deliver is her time ticket to the payroll clerk. When work is slow, Bradford sometimes punches out and leaves the facility early.²⁵

2) Antonia Garcia, Shipping and Receiving Clerk²⁶

Antonia Garcia²⁷ is in charge of shipping and receiving at the Honda dealership. She reports directly to the Honda parts manager. Garcia generally stays in the same place all day, which is behind a counter in front of the parts room at the Honda dealership. Her primary duties include receiving freight, delivering or picking up parts at the other dealerships, and shipping parts out to customers. She does not order any parts. While Garcia handles freight for Honda parts only, she will occasionally handle shipments for other Employer dealerships through her work area.²⁸ When Garcia needs to pick up or deliver a car part, she drives a company vehicle, albeit for a small percentage of her work-time, which would be the only time Garcia has contact

²³ In its brief, the Petitioner labeled Bradford the "After-Sales Coordinator/Freight Employee for Honda Parts;" yet, there is no evidence in the record that Bradford performs duties relating to freight.

²⁴ This position was created four years ago and well after years of the annual Christmas party. Bradford previously did follow-up for the service department, including contacting customers after service of their cars, and working with the various service departments, which evolved into her current position. Adams testified that the Employer did not solicit interest from other unit employees to fill the new position of after sales coordinator.

²⁵ Based on Bradford's occasional early departures, Petitioner claims that Bradford works a "flex schedule" of sorts. However, early departures alone do not constitute a flex schedule and there is nothing in the record to suggest that other unit employees are not permitted to leave work early due to a lack of work or for any other reasons, including personal and medical.

²⁶ This position has been in existence for some time. Kathy Faist testified that she did not know how long Garcia has been in her current position. Adams testified that the Employer did not recruit other unit employees for the position of shipping and receiving clerk when that position became available.

²⁷ The Employer also refers to her as "Tonia".

²⁸ Controller Faist testified that the Honda portion of the Employer's operation is the only dealership with a shipping and receiving clerk due to high volume. The Honda dealership is the biggest dealership in the Employer's operation.

with customers.²⁹ Garcia occasionally comes into the accounting office to drop off ribbons from ADP³⁰ or to deliver some kind of freight to Adams, the payroll clerk.

If Garcia is not available and a part needs to be checked in, stocked and/or delivered, someone from the Honda parts department will fill in for her rather than other unit employees. Conversely, Garcia has never filled in for any of the other unit employees.

III) POSITIONS OF THE PARTIES

As noted above, Petitioner essentially is seeking to exclude the after sales coordinator and the shipping and receiving clerk because they lack a sufficient community of interest with other unit employees. Specifically, Petitioner contends that the disputed positions fall under different supervisory schemes, are excluded from social events that arguably are only for “clerical” employees, and lack sufficient interchange with unit employees.

To the contrary, the Employer contends that the two disputed employees share a sufficient community of interest with unit employees requiring their inclusion in the unit. In particular, the Employer essentially contends that the stipulated inclusions and the two disputed positions constitute the entire clerical staff employed by the Employer in its operations and that an all inclusive clerical unit is appropriate in the circumstances of this case, regardless of whether the clerical employees are “plant” or “office” clericals as defined by Board law.

IV) ANALYSIS

In light of the record evidence and the parties’ respective positions, neither party is concerned with whether the unit of clericals includes office as opposed to plant clericals. Rather, the parties’ respective positions turn on other unit determination considerations dealing with general community of interest factors.³¹ In resolving unit determination issues, it is well established that the Board need not determine the *only* appropriate unit, or the *ultimate* appropriate unit, or the *most* appropriate unit; rather, the Act requires only that the unit be *an* appropriate unit. See *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950), enf. 190 F.2d 576 (7th Cir. 1951); *Omni International Hotel*, 238 NLRB 475 (1987). In defining the appropriate bargaining unit, the key question is whether the employees share a sufficient community of interest. *Alois Box Co.*, 326 NLRB 1177 (1998). The fact that two or more groups of employees engage in different processes by itself does not render a combined unit inappropriate if there is a sufficient community of interest among these employees. *Berea Publishing Co.*, 140 NLRB 516, 518 (1963). The factors affecting the ultimate unit determination may be found in the following: degree of functional integration, common supervision, nature of employee skills and functions, interchangeability and contact among employees, work situs, general working conditions, and fringe benefits. However, the important consideration remains the overall community of interest among the employees. See *United States Steel Corp.*, 187 NLRB 522 (1971).

²⁹ Faist stated that she bases her testimony regarding Garcia, on Faist’s “walking through her (Garcia’s) department” and observing, just as she has observed and learned about other jobs in the Honda dealership.

³⁰ Garcia did not elaborate on what these ribbons were or what ‘ADP’ stood for.

³¹ While the Petitioner has not specifically asserted that the unit it seeks is an all-inclusive unit of plant and office clerical employees, there is no indication from the record that any other plant and/or office clerical positions exist in the Employer’s operation in addition to the stipulated inclusions and the two disputed positions.

While the normal practice of the Board is not to include plant and office clericals in a single unit, Petitioner and the Employer have attempted to join them here.³² Nevertheless, the distinction between plant and office clericals is not always clear; the test generally is whether the employees' duties are related to the production process (plant clericals) or related to general office operations (office clericals). *Hamilton Halter Co.*, 270 NLRB 331 (1984); *Desert Palace, Inc.*, 337 NLRB No. 70 (2002) (quoting *Cook Composites & Polymers Co.*, 313 NLRB 1105 (1994)). Typical plant clerical duties are timecard collection, transcription of sales orders to forms to facilitate production, maintenance of inventories, and ordering supplies. *Hamilton Halter Co.* 270 NLRB 331. In contrast, typical office clerical duties are billing, payroll, phone, and mail. *Dunham's Athleisure Corp.*, 311 NLRB 175 (1993).³³

Here, the record reveals that the employees in the accounting office are all office clericals. They generally work in the main office of the Employer's operation and have typical clerical tasks associated with such functions as purchasing, accounting, invoicing, and personnel services.³⁴ In contrast, the cashiers, after sales coordinator, and shipping and receiving clerk are more allied with plant clericals because they are functionally integrated with their respective parts and service departments, are supervised by the same person who supervises their respective departments, and have duties more related to the production process. In short, Petitioner's and the Employer's respective proposed units are composed of both plant and office clericals.

Thus, the issue remains whether the after sales coordinator and shipping and receiving clerk share a significant community of interest with the stipulated inclusions, which would require their inclusion in the unit. I find that they do share such a community of interest. In particular, the record discloses that the after sales coordinator and shipping and receiving clerk have a community of interest with unit employees in that all share common terms and conditions of employment, including hours of work, overtime pay, vacation, holidays, 401(k) and profit sharing plans, employee discounts, and other employee benefits. All clerical employees are also subject to the same employee handbook, generally are not required to have any special education to perform their work and generally are permitted to dress casually for work. Moreover, most have regular contact with the Employer's customers. Although the record reveals that the disputed positions have de minimus contacts and interchange with other unit employees, the same holds true for other stipulated inclusions.

Petitioner's opposition to the Employer's proposed unit is based, in part, on the fact that the two disputed clericals are not invited to the annual Christmas party. However, this is not a compelling reason to exclude them from the unit, as it has no impact on the two disputed clericals' terms and conditions of employment.

³² As a general proposition, absent agreement of the parties, office clerical and plant clerical employees are not joined in a single unit. *NLRB v. American Seaway Foods, Inc.*, 702 F.2d 630, 632 (1983) (citations omitted). This policy is grounded upon the fact that office and plant clericals generally do not share the "community of interests" necessary for employees who are to be joined in one unit.

³³ See also *Jensen's Motorcycle, Inc. d/b/a Honda of San Diego*, 254 NLRB 1248 (1981); *Merry Oldsmobile, Inc.*, 287 NLRB 847 (1987).

³⁴ Even though she is located in one of the dealerships, the accounts receivable employee is arguably an office clerical because she performs duties more related to typical administrative functions than to the "production" process.

Petitioner cites in support of its proposed unit, that certain stipulated positions share common work areas while the disputed positions are located in work areas somewhat removed from unit employees. However, five other stipulated positions as well as the after sales coordinator and shipping and receiving clerk do not share common work areas with the other unit employees. Thus, the community interest factor of work situs carries very little weight in the circumstances of this case.

The Petitioner further contends that the after sales coordinator and shipping and receiving clerk should be excluded from the unit because they have different supervisors from the other unit employees. This argument is also unpersuasive. There is evidence that others in the unit do not necessarily share the same immediate supervision. In fact, only six out of the twelve employees, who were stipulated into the unit, have common immediate supervision in Kathy Faist, whereas the remaining employees directly report to different supervisors, including the after sales coordinator and shipping and receiving clerk.³⁵ In any event, a difference in supervisors is not a per se basis for excluding employees from inclusion in an appropriate unit and, in the circumstances of this case, does not, alone, warrant the exclusion of the after sales coordinator and the shipping and receiving clerk. See *Texas Empire Pipeline Co.*, 88 NLRB 631 (1950).

In its hearing brief, the Employer correctly argues that the Board cannot arbitrarily exclude employees from an appropriate bargaining unit. See *Georgetown University Dental Clinic*, 262 NLRB 698, 699 (1982). To exclude the after sales coordinator and shipping and receiving clerk from a unit comprised of plant and office clericals would result an arbitrary grouping of clericals to the exclusion of similarly classified employees. See *Id.*

V) CONCLUSION

In light of my findings above, the record evidence as a whole, the parties' briefs and positions, I shall direct an election in the following appropriate unit (hereinafter "Unit"):

All clerical employees employed by DeLon Olds Co. at its BMW/Volvo, Mitsubishi, Honda and Volkswagen dealerships located in the city of Salem, including payroll employees, contract employees, title clerks, warranty clerks, accounts payable clerks, accounts receivable clerks, receptionists, after sales coordinators, shipping and receiving clerks, and cashiers; excluding sales employees, service employees, controller, parts manager, sales managers, service managers, fixed operations managers, guards and supervisors as defined in the Act.³⁶

There are approximately fourteen employees in the Unit.

V) DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the Unit 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

³⁵ While the record reveals that Faist has exercised authority to hire and fire some of the unit employees beyond the six under her direct supervision, such authority appears limited and sporadic.

³⁶ Although not set forth in a stipulation, it is apparent from the record that neither party seeks to include the Employer's sales and/or the service employees in the Unit. Accordingly, I have excluded these groups of employees from the Unit.

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. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also 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 Office and Professional Employees International Union, Local 11, AFL-CIO.

A) List of Voters

In order to assure 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*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Co.*, 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 Regional Director for Region 19 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 Region shall, in turn, make the list available to all parties to the election.³⁷

In order to be timely filed, such list **must be received in the Portland Subregional office located at 601 SW Second Avenue, Suite 1910, Portland, Oregon, 97204-3710, on or before April 29, 2004.** No extension of time to file this list may 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 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.

³⁷ The Petitioner has informed the Region that it wishes to proceed to an election in the larger Unit in which I have directed an election. The Petitioner's showing of interest sufficiently covers the larger Unit.

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 Executive Secretary, 1099 14th Street N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by May 6, 2004.

DATED at Seattle, Washington, this 22nd day of April 2004.

/s/ Richard L. Ahearn

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