

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

**CITY CENTRAL PARKING, CO.<sup>1</sup>**

**Employer**

**and**

**CASE 7-RC-22631**

**NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES,  
FEDERATION OF PRIVATE EMPLOYEES DIVISION, AFFILIATED WITH  
DISTRICT 1, MARINE ENGINEERS BENEFICIAL ASSOCIATION (MEBA),  
AFL-CIO<sup>2</sup>**

**Petitioner**

**APPEARANCES:**

Richard Seryak and Christopher M. Trebilcock, Attorneys, of Detroit, Michigan, for the Employer

Mary Ellen Gurewitz, Attorney, of Detroit, Michigan, for the Petitioner

**DECISION AND DIRECTION OF ELECTION**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before a hearing officer of the National Labor Relations 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:<sup>3</sup>

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

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

<sup>2</sup> The Petitioner's name appears as stipulated to at the hearing.

<sup>3</sup> The parties filed briefs, which were carefully considered.

2. 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.

3. The labor organization involved claims to represent certain employees of the Employer.

4. 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 Petitioner seeks to represent a unit of 19 full-time and regular part-time employees denominated as “supervisors” employed by the Employer at its facility located at Detroit Metropolitan Airport in Romulus, Michigan, but excluding all other employees, guards and supervisors as defined in the Act. The Employer contends that all the “supervisors” are supervisors within the meaning of Section 2(11) of the Act. The Petitioner argues that the “supervisors” are statutory employees, not supervisors.

I find that the Employer has not satisfied its burden of proof that the “supervisors” exercise any supervisory indicia enumerated in Section 2(11) of the Act, and therefore they are not statutory supervisors within the meaning of the Act, they constitute a separate appropriate unit, and are eligible to vote. The “supervisors” do not exercise the independent judgment required for a finding of supervisory status.

## **Overview**

The Employer is responsible for the management and operation of approximately 23,000 parking spaces located at Detroit Metropolitan Airport in Romulus, Michigan. In December 2001, the Employer became the airport parking contractor for the McNamara Terminal at the airport. In September 2003, the Employer assumed responsibility for the Smith-Berry Terminal parking operations, thereby giving it control of all parking structures, lots, and facilities at the airport. The Smith-Berry Terminal is approximately one mile from the McNamara Terminal. The McNamara Terminal parking consists of one 10-story parking structure. The Smith-Berry Terminal includes structures/lots named the Big Blue Deck, Yellow Lot, Green Lot 1, Green Lot 2 and Red Lot 1. They are all located within one-half mile of that terminal.

The Employer operates 24 hours a day, seven days a week. Wes Smith is the Employer’s general manager. Reporting directly to Smith are Operations Manager Kurt Schaff and Administrative Manager Vivian Slaughter. Schaff’s direct reports include Human Resource Coordinator Angela Harris, and Project Managers Ron Brown, Andrew

Kinchen, Ernest Hampton, Pam Bare, and Steve Ashker.<sup>4</sup> The project managers' direct reports include the "supervisor" classification at issue. There are currently 19 "supervisors" assigned to the airport operations, including three automatic payment system (APS) "supervisors", 10 lead "supervisors", two assistant lead "supervisors", and four valet "supervisors." All the "supervisors" have similar job duties and responsibilities. The "supervisors" interface with employees in a bargaining unit represented by Teamsters Local 283. The bargaining unit consists of approximately 143 employees, including 69 cashiers, 14 relief cashiers, 18 license plate inventory (LPI) employees, 6 ambassadors, 10 valets, 17 laborers, and 9 courtesy patrol employees.

The Employer operates three eight-hour shifts per day. One or two project managers are scheduled on 15 of the 21 weekly shifts. While the record is not clear, it appears that approximately 4 or 5 "supervisors" and between 18 to 36 unit employees work each shift.

"Supervisors" generally oversee the Employer's daily operations by monitoring the airport parking lots, assisting customers with problems, such as handling complaints related to parking charges, and monitoring the lots and the employees assigned to them. "Supervisors" also perform cash drops and deposits, sign off on cashier audit forms, rotate employees to different booths or positions in their area of responsibility based upon parking needs, and dispatch requests to maintenance or technical personnel to perform job assignments in their work areas, e.g., fixing gates or ticket machines, and dropping ice melt when the lots are slippery. Regardless of staffing and shift, project managers are always available by telephone for the "supervisors" to consult. General Manager Smith testified that project managers have cell phones that are required to be on 24 hours a day, seven days a week so they can be contacted by "supervisors" if necessary. The "supervisors" have the cell phone numbers of the project managers. One "supervisor" witness, employed for six months, has called project managers approximately eight times.

In addition to these general duties, "supervisors" have responsibilities associated with their work area. For example, APS "supervisors" assist the employee ambassadors with the operations associated with the APS machines, and night shift "supervisors" are responsible for coordinating the inventory of tickets in machines and reporting the data gathered by LPI employees.

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<sup>4</sup> I find that the project managers are supervisors within the meaning of the Act, consistent with the parties' stipulation, because they have the authority to hire, fire, and discipline employees.

## **Scheduling, Rotation of Employees, and Training**

Bargaining unit employees bid annually for their shift and job location. Operations Manager Kurt Schaff prepares a schedule of bargaining unit positions that identifies the number of slots or positions for each location and shift during the year. General Manager Smith, who approves the schedule, testified that the schedule is rigid and it does not change. “Supervisors” are not part of this scheduling process.

“Supervisors” are instructed to rotate employees between positions at their assigned locations to ensure no employee complaints are received. General Manager Smith testified that this is also a revenue control practice used within the company and industry. The Employer suggests that rotations should be weekly or monthly, but allows the “supervisors” to determine the rotation. When absences occur, the “supervisors” have relief cashiers who can be sent to fill open positions. The “supervisors” also use the relief cashiers to handle employee requests for lunch breaks.

“Supervisors” dispatch maintenance employees to perform their duties as needed and act as a conduit between the various cashiers and maintenance staff. “Supervisors” dispatch maintenance employees to perform joint and lane repairs, remove snow in stairwells, and apply ice melt to slippery surfaces. If maintenance is busy with other tasks, the “supervisor” will do the work. The “supervisors” do not have the authority to call outside contractors to salt or plow the lots. “Supervisors”, in most cases, assign experienced employees to train new employees. The “supervisor” determines which senior employee will train the new employee. One “supervisor” trained a laborer regarding technician duties in the absence of a technician.

## **Customer Service Duties**

One of the “supervisors’ ” job responsibilities is the handling and resolution of customer inquiries and complaints related to lost tickets, manually run credit card transactions, and excessive parking fees due to usage of an inappropriate facility (e.g., a short term facility for long term parking). These duties tend to increase during the evening shift and one “supervisor” estimated he spends approximately two hours per shift handling customer inquiries.

Cashiers are required to document variances on their shift on a cashier audit form. Examples of some of the items documented on the form include raising the tollgate for customers who have exited and need to return, correcting over-rings, and approving unpaid exits of an Employer’s maintenance vehicle. “Supervisors” are required to sign off on cashier audit forms.

“Supervisors” adjust customer bills for parking. In those instances, cashiers do “turnarounds”, authorizing a reduction in customer parking fees. The “supervisors”

question customers prior to letting cashiers do the “turnaround.” The record does not indicate the frequency or amounts of the turnarounds authorized by “supervisors.” The administrative manager is the only individual authorized to reverse a credit card transaction and it appears that she handles excessive billing issues.

### **Time off and Overtime**

The collective bargaining agreement between the Employer and Teamsters Local 283 governs vacation scheduling. Vacation requests are subject to the bid procedure and seniority provisions in the agreement. Employee requests for vacation are given to the “supervisors.” Since “supervisors” do not have access to employee personnel files or payroll information, they forward the request to the human resources department for verification. The Employer implements a system ensuring that there is adequate staffing coverage. If there is inadequate coverage, vacation is denied. Project managers are responsible for resolving conflicts when they arise.

Employee sick leave is accrued in accordance with the collective bargaining agreement. “Supervisors” accept calls from employees who are ill and release employees from work if they are sick. Human resources personnel, in accordance with the collective bargaining agreement, determine whether an employee is paid for the absence. “Supervisors” are responsible for calculating employee time cards and may note the absence on the card. The Employer has a written procedure regarding the calculations that “supervisors” are required to follow.

The work schedule is predetermined and “supervisors” are not allowed to change the schedule to allow employees time off for personal matters during the normal workday. According to the Employer’s handbook, “petty”, unpaid, leave requests may be approved by a project manager or “supervisor” if they are submitted in writing three days in advance. However, there is no record testimony of a “petty” leave request ever being approved by a “supervisor”. Further, the Employer’s handbook policy is not supported by the record evidence that indicates human resources and project managers authorize and approve requests according to the collective bargaining agreement.

The collective bargaining agreement also governs the assignment of overtime. Overtime is not mandatory. “Supervisors” are required to utilize a seniority list when assigning overtime, whether they are calling an employee in or utilizing personnel from the prior shift to work over because of inadequate staffing. Failure to follow the seniority list may result in the filing of a grievance. No prior approval is necessary to assign overtime and “supervisors” need only document that overtime was assigned.

## **Discipline**

The Employer utilizes a progressive disciplinary system for all employees. Infractions and the progressive disciplinary procedure are set forth in the collective bargaining agreement in Schedule B, work rules, and in policies and procedures contained in the Employer's handbook. "Supervisors" are required to document an offense on a Progressive Disciplinary Warning form and their daily shift report. They are required to contact a member of human resources to determine the progressive phase of discipline to be issued since they lack access to employee personnel and disciplinary files. A separate file is maintained for each employee by human resources. The individual administering the warning form and a member of management are required to sign the form.<sup>5</sup> General Manager Smith testified that the nature of the discipline determines who is involved in the disciplinary process. For example, harassment claims require the involvement of a project manager, human resource coordinator, operations manager or general manager. Offenses that automatically require discipline be issued, such as tardiness and absences under the Employer's work rules in Schedule B, fall within the purview of "supervisors." One "supervisor" testified that he was instructed to write up an employee who punched in late even though he knew of the violation and failed to do so himself. Another "supervisor" indicated that he has administered verbal warnings for violation of a policy in lieu of writing up employees. Although these "supervisors" arguably exercised discretion, the collective bargaining agreement and Employer handbook prohibit such discretionary acts by "supervisors."

The daily shift reports are utilized by "supervisors" to document cashier locations and events that occur on each shift, including employee attendance, the movement of personnel or equipment, or unusual events. The reports are forwarded to the general manager through the project manager and operations manager for review.

Suspensions and discharges are governed by the collective bargaining agreement. The record indicates that a "supervisor" has sent an employee home on at least one occasion for failing to shave. General Manager Smith was then notified of the incident. Only the operations manager, general manager and/or regional human resources manager can authorize a termination.

## **Grievance Handling Duties**

The Employer asserts that "supervisors" are required to adjust grievances and resolve problems prior to the filing of grievances. The Employer also states that

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<sup>5</sup> A "supervisor" testified that he is instructed to fill out only the top portion of the form and return it to human resources. Upon completion of review, human resources sends the form back to the "supervisor" who then signs the form when he presents (administers) it to the employee. It is unclear whether the discipline is signed by management prior to or during administration. In any event, management approval is required.

“supervisors” attend grievance meetings with project managers, stewards, and employees, but admits that project managers are involved 99% of the time when grievances are resolved. Two “supervisors” testified that they never handle grievances, and refer employees to the project manager. There is no record evidence of a “supervisor” resolving a grievance.

## **Performance Reviews**

The Employer utilizes the same appraisal form for “supervisors” that it utilizes for its auditors, money-counters, receptionists, and administrative assistants. These positions are non-bargaining unit, non-managerial positions. “Supervisors” receive performance appraisals from their project manager. Managers receive a separate appraisal that was recently developed by the corporate office.

“Supervisors” fill out an evaluation form for bargaining unit employees. The “supervisors” then meet with the project manager. They review the evaluation, and the two agree on a rating for the employee in question. The review is then forwarded to the employee and a copy is placed in his or her file. The review has no impact on the employee’s bargaining unit job position or wages since these are governed by the collective bargaining agreement. Further, both “supervisor” witnesses testified they have never filled out an evaluation form on any bargaining unit employee. General Manager Smith speculated that “supervisor” evaluations might be given weight if an employee was to apply for a non-bargaining unit position, but no examples were given and there is no evidence of what impact that evaluation may carry during this selection process.

## **Wages, Benefits and Other Secondary Indicia.**

Project managers are paid a salary, ranging from \$37,500 to \$50,000 per year. “Supervisors” are paid hourly and their pay ranges between \$12.50 and \$15.50 per hour. Bargaining unit personnel hourly rates range from \$8.75 to \$14.81<sup>6</sup> per hour.

Management personnel, including project managers, are required to sign an employment agreement indicating that they will safeguard trade secrets and not work for a competitor employer within a 50-mile radius. No other employee, including “supervisors,” are required to sign these agreements. Recently, “supervisors” have attended monthly meetings with the operations manager, project managers, and the human resources coordinator. At these meetings, “supervisors” are advised of any new procedures and can provide feedback on issues they may have. The general manager does not attend these meetings, but holds separate meetings twice weekly with his management staff that “supervisors” do not attend.

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<sup>6</sup>The Employer “grandfathered” the rates of the Smith-Berry employees when it took over those operations in 2003. The highest wage rate on the McNamara side is \$11.50 per hour.

“Supervisors” have an office in the main office area. “Supervisors” and project managers carry two-way radios, and “supervisors” can contact project managers by telephone 24 hours a day, seven days a week. “Supervisors” and bargaining unit employees wear the same uniforms and both use time cards. Project managers and “supervisors” have company provided health insurance and pension plans. Health insurance and pension for bargaining unit employees are governed by the collective bargaining agreement. Project managers are provided paid parking; “supervisors” and bargaining unit employees are not. If “supervisors” are found to be statutory supervisors, the ratio of bargaining unit employees to supervisors would be approximately 5.5 to 1. If they are not supervisors, the ratio would be about 20 to 1.

## **Analysis**

The primary supervisory indicia enumerated in Section 2(11) of the Act are read in the disjunctive, so that possession of any one of the 12 listed authorities can invest an individual with supervisory status. *Ohio Power Co. v. NLRB*, 176 F.2d 385 (6<sup>th</sup> Cir. 1949), cert. denied 338 U.S. 899 (1949); *Allen Service Co.*, 314 NLRB 1060, 1061 (1994). The burden of proof rests with the party seeking to exclude the individual as a supervisor, in this case the Employer. *NLRB v. Kentucky River Community Care*, 532 U.S. 706 (2001); *Benchmark Mechanical Contractors*, 327 NLRB 829 (1999). The Board is mindful not to deprive employees of their rights under Section 7 by interpreting the term supervisor too broadly. *Azus Ranch Market*, 321 NLRB 811, 812 (1996). To separate straw bosses from true supervisors, the Act prescribes that the exercise of supervisory indicia be in the interest of the employer and require the use of independent judgment. This means that the discharge of Section 2(11) functions in a routine or clerical manner, or the use of independent judgment to solve problems unrelated to Section 2(11) functions does not qualify as supervisory. *Alois Box Co.*, 326 NLRB 1177 (1998).

The Employer contends that “supervisors” effectively assign employees by opening and closing lots, rotating employees between booths at their bid work locations, dispatching relief cashiers for lunch breaks, and documenting absences under a no-fault attendance policy. The Employer further asserts “supervisors” effectively direct laborers when they relay the locations of necessary maintenance work, such as removing ice and snow, repairing broken lanes, or completing emergency joint repairs. Assignment and direction of employees does not constitute supervisory authority when exercised in a routine manner or circumscribed by management directives or a collective bargaining agreement. *Chevron Shipping Co.*, 317 NLRB 379, 381 (1995); *Dynamic Science, Inc.*, 334 NLRB 391 (2001). The staffing levels at the Employer’s facilities are predetermined according to a rigid schedule. When staffing levels are below predetermined levels, “supervisors” call employees to work by seniority in accordance with the collective bargaining agreement. Although “supervisors” rotate employees among specific booths,

management requires consistency in their rotations. General Manager Smith testified that the rotation process was a commonly utilized revenue control procedure in the industry. The implementation of a rotation is routine and does not involve the use of independent judgment, especially in a parking operation where employees are interchangeable based upon their skill sets. The opening and closing of car lots based upon occupancy levels also does not involve the use of independent judgment.

I also find that the dispatch of maintenance personnel is routine. “Supervisors” communicate with customers, cashiers, and project managers on their shift on a daily basis, and by virtue of this interaction become aware of problems at the worksite. “Supervisors” ministerial functions include documenting these incidents in their daily shift reports, for management review, and then notifying the appropriate personnel to correct the problem, another reporting function. Common sense dictates that the Employer would, in the absence of a “supervisor,” require all employees to report safety hazards or operational problems to the appropriate personnel to have them remedied. The fact that an individual gives minor orders during the course of a workday does not necessarily make him or her a supervisor. *Providence Hospital*, 320 NLRB 717, 725 (1996), citing *NLRB v. Security Guard Service*, 384 F.2d 143, 151 (5<sup>th</sup> Cir. 1967). Likewise, keeping operations running smoothly is not enough for finding supervisory status. *Coors Distributing Co.*, 283 NLRB 328, 330 (1987). Accordingly, I find that the “supervisors” assignment, rotation, and dispatch of employees to be limited and circumscribed by Employer procedure and not an exercise of supervisory authority. *Dynamic Science, Inc.*, supra.

The Employer further asserts that “supervisors” are required to address emergency situations occurring during their shift. The Employer claims that the shift reports delineate incidents of off-hours, exigent, non-routine circumstances requiring “supervisors” to make independent judgments about supervisory matters at a time when project managers are not present. It cites examples referencing a recommendation for an employee drug test, calling an emergency medical team for an employee with chest pains, calling the police to report an assault, and contacting the fire department when a pipe broke. The fact that an employee is the highest-ranking worker on site does not make him or her a supervisor. *Training School at Vineland*, 332 NLRB 1412 (2000). Further, seeking medical, police, or fire department assistance in an emergency is insufficient to establish that “supervisors” use independent judgment in exercising supervisory authority. Any senior employee could be expected to seek such help. *Alois Box Co.*, supra. In addition, project managers are available around-the-clock for contact by “supervisors” in emergency situations. *Phelps Community Medical Center*, 295 NLRB 486, 492 (1989).

Likewise, the training of employees is normally handled by senior employees and is not necessarily supervisory in nature. Although the record indicates a “supervisor” trained at least one labor employee to perform the functions of a technician, the record is

silent on whether this is an accepted practice sanctioned by the Employer and appears to be an isolated occurrence. Further, “[s]uch duties are more consistent with their generally greater experience and their standing at the top of the Employer’s promotional hierarchy than it is evidence of supervisory authority.” *Quality Chemical, Inc.*, 324 NLRB 328, 330 (1997).

“Supervisors” spend a considerable amount of time performing customer service duties. However, to the extent “supervisors” exercise independent judgment in performing those duties, that judgment is not being applied toward any of the statutorily defined indicia of supervisory status, and, thus, does not make them supervisors. *Alois Box Co.*, supra.

As to discipline, the disciplinary process utilized by the Employer is governed by the collective bargaining agreement and the “supervisors” involvement in the process is ministerial. The discipline documented by “supervisors” is forwarded to human resources which reviews the employee files and determines the appropriate punishment. There is no evidence that “supervisors” are consulted for their recommendations. The Board has repeatedly held that individuals who perform a reporting function with respect to disciplinary matters are not supervisors within the meaning of the Act. *Ohio Masonic Home*, 295 NLRB 390,394 (1989); *NLRB v. Attleboro Associates*, 176 F.3d 154, 1714 (3<sup>rd</sup> Cir. 1999); *NLRB v. City Yellow Cab Co.*, 344 F.2d 575, 580-581 (6<sup>th</sup> Cir. 1965). The signing of disciplinary warnings on the line for supervisor does not alone convey authority under Section 2(11), especially when, as here, issuing the discipline requires management approval. *Carlisle Engineered Products, Inc.*, 330 NLRB 1359, 1360 (2000); *Necedah Screw Machine Products*, 323 NLRB 574, 577 (1997). Further, being vested with the title “supervisor” does not make them supervisors. *Carlisle Engineered Products, Inc.*, supra.

Although General Manager Smith testified that “supervisors” send employees home for a multitude of violations, his chief assertion merely referenced a “supervisor” sending an employee home under the Employer’s no-fault policy for failing to shave. Smith’s assertion that “supervisors” have the discretion and authority to determine which employees are sent home for disciplinary reasons contradicts his testimony regarding the involvement of management personnel in disciplinary matters that require independent judgment and/or investigation, such as harassment claims. The fact remains that “supervisors” are required to report an infraction if it violates a rule without exercising their discretion. In those instances where “supervisors” have not reported infractions, they are not exercising independent judgment. Rather, by not following set procedures they are failing in their reporting function. Accordingly, I find that the reporting and delivery of discipline under the Employer’s procedures is not indicative of supervisory status.

Although the Employer asserts “supervisors” resolve employee grievances and attend grievance meetings, the record evidence indicates that “supervisors” are instructed to document and report violations and have no authority to resolve grievances, a duty reserved for the project manager.

The “supervisors” input into performance evaluations appears to be a reporting function and has no effect on compensation or promotions for bargaining unit personnel. *Ten Broeck Commons*, 320 NLRB 806, 813 (1996); *Passavant Health Center*, 284 NLRB 887,891 (1987); *Hausner Hard-Chrome of KY, Inc.*, 326 NLRB 426, 427 (1998). Furthermore, the role that these reports play in the promotion of bargaining unit personnel to positions outside the unit is not clear and is speculative. It should be noted “in this regard that conclusory statements made by witnesses in their testimony, without supporting evidence, does not establish supervisory authority.” *Sears, Roebuck & Co.*, 304 NLRB 193 (1991), citing *American Radiator Corp.*, 119 NLRB 1715, 1718 (1958).

Employer job descriptions and the job posting identifying the “supervisors” duties conflict with record evidence regarding the “supervisors” job responsibilities. For example, the language regarding scheduling overstates the limited, routine manner by which “supervisors” secure coverage under the Employer’s no-fault system pursuant to the collective bargaining agreement. Vacation leave requests are bid according to seniority and approved by human resources. If employees are sick at work, or call off sick, relief cashiers or unit personnel are assigned based upon seniority to their open positions. Whether they are paid for lost time is determined by their sick benefit accrual, pursuant to the collective bargaining agreement, as determined by human resources. “Supervisors” do not have the authority to grant employees time off for personal reasons, such as a child’s baseball game, because the Employer’s schedule is rigid. The Employer’s inflexible application of its contractual policies and rules contradict the finding of “paper authority” granted to “supervisors” in their job description and posting. See *Crittenton Hospital*, 328 NLRB 879 (1999); *East Village Nursing & Rehabilitation Center v. NLRB*, 165 F.3d 960, 963, 964 (D.C. 1999).

The difference in wages and benefits between “supervisors” and bargaining unit personnel, and the fact that “supervisors” have an office, file reports, and attend meetings with management to discuss procedures, are all secondary indicia that are not necessarily indicative, by themselves, of supervisory status. See *Training School at Vineland*, supra at 1418; *Unifirst Corp.*, 335 NLRB 706, 713 (2001). (secondary indicia alone do not convey supervisory status). The ratio of supervisors to employees if the “supervisors” are found to be employees does not indicate a supervisory finding is required in a non-industrial routine operation. *J.C. Brock Corp.*, 314 NLRB 157, 160 (1994); *Hospital Shared Services*, 330 NLRB 317, 326 (1999) (high ratio not surprising where employer is manned 24 hours every day and employees are not closely supervised). Conversely, the 5.5 to 1 ratio if “supervisors” are found to be statutory supervisors would be quite low. See *Greenpark Care Center*, 231 NLRB 753, 755 (1977).

For the reasons set forth above, and based on the record as a whole. I find that the Employer has not sustained its burden in establishing that the “supervisors” are supervisors as defined in the Act.

5. Accordingly, I find that 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 automatic payment system (APS) supervisors, lead supervisors, assistant lead supervisors, and valet supervisors, employed by the Employer at its facilities located at Detroit Metropolitan Airport in Romulus, Michigan; but excluding HR coordinators, payroll clerks, administrative assistants/accounts payable clerks, office clerical employees, auditors, senior auditors, field technicians, money-counters, receptionists, all employees represented by a labor organization, and guards and supervisors as defined in the Act, and all other employees.

Those eligible to vote shall vote as to whether or not they wish to be represented for collective bargaining purposes by National Federation of Public and Private Employees, Federation of Private Employees Division, Affiliated With District 1, Marine Engineers Beneficial Association (MEBA), AFL-CIO.

Dated at Detroit, Michigan, this 2<sup>nd</sup> day of April, 2004.

“/s/ [Raymond Kassab].”

(SEAL)

/s/ Raymond Kassab  
Raymond Kassab, Acting Regional Director  
National Labor Relations Board, Seventh Region  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 300  
Detroit, Michigan 48226

## DIRECTION OF ELECTION

An election by secret ballot shall be conducted under the direction and supervision of this office 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 employees 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 an 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 a strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Employees who are otherwise eligible but who are in the military service of the United States may vote if they appear in person at the polls. Ineligible to vote are 1) employees who quit or are discharged for cause after the designated payroll period for eligibility, 2) employees engaged in a strike, who have quit or been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and 3) 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:

**NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES,  
FEDERATION OF PRIVATE EMPLOYEES DIVISION, AFFILIATED WITH  
DISTRICT 1, MARINE ENGINEERS BENEFICIAL ASSOCIATION (MEBA),  
AFL-CIO**

### LIST OF VOTERS

In order to ensure 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 which may be used to communicate with them. *Excelsior Underwear, 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 the eligible voters, shall be filed by the Employer with the undersigned who shall make the list available to all parties to the election. The list must be of sufficient clarity to be clearly legible. The list may be submitted by facsimile or E-mail transmission, in which case only one copy need be submitted. In order to be timely filed, such list must be received in the **DETROIT REGIONAL OFFICE** on or before **April 9, 2004**. 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 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, Franklin Court, 1099 14th Street N.W., Washington D.C. 20570**. This request must be received by the Board in Washington by **April 16, 2004**.

### **POSTING OF ELECTION NOTICES**

a. Employers shall post copies of the Board's official Notice of Election in conspicuous places at least 3 full working days prior to 12:01 a.m. of the day of the election. In elections involving mail ballots, the election shall be deemed to have commenced the day the ballots are deposited by the Regional Office in the mail. In all cases, the notices shall remain posted until the end of the election.

b. The term "working day" shall mean an entire 24-hour period excluding Saturday, Sundays, and holidays.

c. A party shall be stopped from objecting to nonposting of notices if it is responsible for the nonposting. An employer shall be conclusively deemed to have received copies of the election notice for posting unless it notifies the Regional Office at least 5 days prior to the commencement of the election that it has not received copies of the election notice. \*/

d. Failure to post the election notices as required herein shall be grounds for setting aside the election whenever proper and timely objections are filed under the provisions of Section 102.69(a).

\*/ Section 103.20 (c) of the Board's Rules is interpreted as requiring an employer to notify the Regional Office at least 5 full working days prior to 12:01 a.m. of the day of the election that it has not received copies of the election notice.