UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

KALEIDA HEALTH, Employer, and CONCERNED CARPENTERS FOR A DEMOCRATIC UNION Petitioner, and BUFFALO BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO, Intervenor, and NORTHEAST REGIONAL COUNCIL OF CARPENTERS, Intervenor.	NLRB Case 03-RC-077821

NORTHEAST REGIONAL COUNCIL OF CARPENTERS' BRIEF IN REPLY TO MOTION AND BRIEF OF BUILDLING AND CONSTRUCTION TRADES DEPARTMENT, AFL-CIO

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PRELIMINARY STATEMENT

In the instant case, the Regional Director refused to sever carpenters and millwrights from an existing non-conforming multi-union bargaining unit of craft employees employed by Kaleida Health ("Kaleida" or "the Hospital") at its five acute care hospital facilities. The limited unit of carpenters and millwrights sought by Petitioner, Concerned Carpenters for a Democratic Union ("CCDU"), are currently jointly represented by Intervenor Buffalo Building and Construction Trades Council, AFL-CIO ("Building Trades Council") and several of its constituent local labor unions in a single bargaining unit. Petitioner's avowed purpose is to supplant the Northeast Regional Council of Carpenters ("NRCC" or the "Carpenters") as the representative of the carpenters employed by Kaleida, under the terms of the existing collective bargaining agreement between Kaleida and the Building Trades Council.

The Regional Director, in a straightforward application of the Board's Health Care Rules, required the Petitioner to seek an election in the existing non-conforming bargaining unit of all "craft employees who perform in-house construction renovation" represented by the local Building Trades Council. The Building and Construction Trades Department, AFL-CIO ("BCTD") has untimely moved to file an amicus brief in the interest of destabilizing the existing multi-union unit represented by the Building Trades Council, to allow for new single craft units. In the instant case, the BCTD's position would allow for a unit limited to some of the carpenters and millwrights employed by the Hospital and would open the door to other single-craft units limited to some of the employees of each craft performing work at the Hospital.

The interest of the local Building Trades Council is in the stability of the existing multi-union bargaining unit, following its successful negotiation of a successor collective bargaining agreement. In contrast, the national BCTD's real interest in this matter is to further its campaign

of interference with the representation of carpenters by the United Brotherhood of Carpenters and Joiners of America ("UBC"), of which the NRCC is an affiliate, regardless of its position's derogation of the representative status of the local Building Trades Council. See e.g. http://www.respectourcrafts.com/news-and-info/national-building-trades-intervene-on-side-of-ccdu-buffalo-ny.

THE UNTIMELY MOTION OF THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT TO FILE AN AMICUS BRIEF SHOULD BE DENIED

The Regional Director issued her Decision and Direction of Election in this matter on June 7, 2012 ordering an election in the existing unit, after closing the record on April 30, 2012. The Board granted Petitioner's request for an extension of time to file its Request For Review until June 29, 2012 and Petitioner timely filed its Request for Review. The local Building Trades Council and the NRCC timely filed responsive briefs on July 6, 2012 supporting the Regional Director's Decision. Over a month and a half later, the BCTD moved to file an amicus brief interjecting new argument and analysis, contrary to the position of its local affiliate, Intervenor Building Trades Council.

In attacking the integrity of the existing bargaining unit, the BCTD seeks to simplify the forms of existing multi-union bargaining structures which have developed to stabilize industrial relations and advance the interests of employers, unions and workers. Thus, the BCTD seeks to draw a comparison between project labor agreements ("PLAs") and the collective bargaining agreement between Kaleida and the local Building Trades Council. However, PLAs, which involve the employees of multiple employers, are distinguishable from the single employer collective bargaining agreement in the instant case. The Agreement, which provides for the

direct hire of trades employees by the Hospital, contrasts with PLAs, which are Section 8(f) agreements between a project owner or construction manager and local trades unions governing the terms and conditions of employees of all the various construction employers on a single construction project. Building & Construction Trades Council v. Associated Builders & Contractors, 507 U.S. 218 (1993). As noted by the New York Supreme Court in New York State Chapter, Inc. v. New York State Thruway Authority, 88 N.Y.2d 56, 666 N.E.2d 185 (N.Y.,1996):

> A PLA is a pre-bid contract between a construction project owner and a labor union (or unions) establishing the union as the collective bargaining representative for all persons who will perform work on the project. The PLA provides that only contractors and subcontractors who sign a pre-negotiated agreement with the union can perform project work. ... In return for a project owner's promise to insist in its specifications that all successful bidders agree to be covered by a PLA, the union promises labor peace through the life of the contract.

The bargaining unit under a PLA is limited to employees on a particular project and is distinct from the unions' single employer and multi-employer bargaining units, whose collective bargaining agreements govern terms and conditions on other jobsites of the employers. Carpenters v Operative Plasterers, 826 F.Supp. 2d 209, 218 (D.D.C. 2011).

National and local union affiliates of the BCTD are involved in a variety of other forms of multi-union bargaining throughout the Country, contributing to industrial stability in a variety of industries and settings. In Catalytic Inc., 212 NLRB 471 (1974), the BCTD filed an amicus brief in support of the integrity of a multi-union collective bargaining relationship between a contractor and the international union affiliates of the BCTD covering a unit of maintenance employees at the industrial facility of the contractor's customer. In contrast to the Agreement at Kaleida, the project maintenance agreement ("PMA") in Catalytic, had been negotiated by the

participating International Union through a joint committee. The BCTD opposed the petition of a local affiliate of the Operating Engineers for certification in a separate craft unit on the grounds that the multi-union unit was appropriate and because the Operating Engineers had not effectively withdrawn from multi-union bargaining. The Board, without reaching whether the unit was a single indivisible unit, upheld the BCTD's position:

> The Employer and BCTD assert that the record supports a finding that the Operating Engineers has been part of a multiunion relationship in negotiations with the Employer with regard to its plant maintenance employees, that the Operating Engineers has not effectuated a timely and effective withdrawal from the established multiunion relationship, and that the Petitioner is bound by the actions of the Operating Engineers with regard to the representation of the employees herein sought and may not, therefore, maintain a petition to represent them in a separate unit at this time. We find merit in these contentions...
>
> We think the record amply supports the conclusion that the PMA was a collective venture in which the participating Internationals, in the words of the PMA itself, agreed "to establish and administer said Collective Agreement in concert, each with the other, and all with the contractor." Therefore, our determination must consider the degree to which the actions of the parties to that agreement conform to the standards we have established for withdrawal from a joint bargaining relationship. In this respect, we note that it has long been our policy to hold the parties to the results of the joint negotiation in the absence of an effective withdrawal, i.e., one which is both timely and unequivocal.

Id. at 471 and 472.

The BCTD's position in the instant matter, that a separate craft unit of carpenters and millwrights is appropriate despite a multi-union bargaining agreement, is contrary to both the BCTD's traditional interest in the stability of its affiliates' bargaining relationships, as expressed in its amicus brief in Catalytic, and the Board's precedent requiring, at minimum, timely and unequivocal notice of withdrawal from a multi-union unit to establish a separate craft unit. The BCTD's position also ignores the simple fact that the relationship in the instant case was initiated

by the local Building Trades Council and the successive collective bargaining agreements were negotiated directly between the Hospital and the President of the Building Trades Council.

Pursuant to 29 CFR § 102.67, the motion of the BCTD should have been made within fourteen days from the Regional Director's Decision or within the timeframe granted by the Board for the filing of the request for review. The BCTD had almost a month to timely file an amicus brief on behalf of the CCDU, which is being bankrolled, if not controlled, by International affiliates of the BCTD. Yet the BCTD a waited a month and a half after the filing of the responsive briefs of the NRCC and the local Building Trades Council to present a new analysis and argument on behalf of its surrogate, the CCDU. To allow the BCTD to weigh in with new issues and analysis over a month and a half after the parties' submission of briefs allows further delay in the processing of the petition and a continuation of the industrial instability sought by the Petitioner and the BCTD, in its quest to disrupt the representation of carpenters by UBC affiliates. Accordingly, the BCTD's untimely motion to join as an amicus, contrary to the position of its local affiliate, should be denied.

THE REGIONAL DIRECTOR CORRECTLY RECOGNIZED THAT LOCAL BUILDING TRADES COUNCIL IS THE JOINT COLLECTIVE BARGAINING REPRESENTATIVE OF A SINGLE UNIT OF EMPLOYEES EMPLOYED BY KALEIDA

The BCTD asserts, contrary to the position of its affiliated local Building Trades Council, that the historic multi-union bargaining relationship, and the resultant Agreement, are merely a matter of convenience of the parties which may be disregarded by any participating craft, provided only that the group of employees has maintained a separate craft identity. The Regional Director properly analyzed the facts of the instant case in recognizing that the Building

Trades Council, and its constituent local labor organizations, are a joint bargaining representative of a single non-conforming unit of craft employees employed at the Hospital, including the carpenters and millwrights sought by Petitioner. As defined by the Board, a joint representative is the "single exclusive representative for all the employees in the bargaining unit" in which the only two parties are the employer and the joint representative. Pharmaseal Laboratories, 199 NLRB 324, 325 (1972).

The Board has recognized that two or more labor organizations are permitted to act jointly as bargaining representative for a single group of employees. The Musical Arts Association, 356 NLRB No. 166 (2011); Utility Services, Inc., 158 NLRB 592 (1966); Vanadium Corp. of America, 117 NLRB 1390 (1957). For example, in International Paper, 325 NLRB 689, 692 (1998), the Board found a single joint unit where, as here, negotiations were conducted through a single joint bargaining entity and all employees were covered by a single agreement signed by four participating local unions, all of whom had their own shop stewards, wage rates and administrative structures. Similarly, in Truck Drivers, Local 705 (Roper Corp.), 244 NLRB No. 56 (1979), the Board refused to recognize a separate unit of drivers where there was a single certified unit, represented by an Association composed of various unions which bargained agreements covering the various groups of employees in the unit, and which had bargained together for that single unit of employees through the multi-union Association.

The Director's decision that the petitioned for employees were represented by a joint bargaining representative in a single unit was grounded in the bargaining history and the parties' collective bargaining agreement. The Hospital directly employed craft employees for the first time in 2006, under the terms of a collective bargaining agreement negotiated between Kaleida and the Building Trades Council, acting as the representative of its constituent member unions.

(JX-4). Contrary to the argument of the BCTD, the Agreement is not "between Kaleida and several unions, covering employees that had previously been part of several separate bargaining units." (BCTD Brief at 5). The constituent local unions of the Building Trades Council had never represented employees of Kaleida prior to the Hospital's recognition of the Building Trades Council.[1] From its inception, the bargaining relationship was between the Hospital and Building Trades Council.[2]

The Agreement's title leaves little doubt as to the parties to the Agreement, "Memorandum of Agreement between Buffalo Building & Construction Trades Council of Buffalo and Kaleida Health." The Agreement's first paragraph reiterates that the parties are the Building Trades Council and Kaleida. The Agreement's third paragraph provides for the hiring of individual employees "from the Council." [3]The Agreement provides general terms applicable to all trades, including hours of work, shift work, reporting and breaks, apprentice ratios, management control over construction methods and techniques, and prohibitions against non-working personnel. In addition, the Agreement provides that, "contractual terms of employment applicable to the trade in which such individually hired employees work, as modified by this Agreement, shall apply." [4]

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[1] As recognized by the Regional Director and argued by the NRCC, the Hospital is not an employer "primarily engaged in the building and construction industry," pursuant to Section 8(f) of the Act. Section 10(b) of the Act precludes inquiry as to the lawfulness of the pre-hire recognition granted under Section 9(a) of the Act outside the 10(b) period, that was not challenged within the 10(b) period. See The Musical Arts Association, 356 NLRB No. 166, slip op. at 17; Strand Theatre of Shreveport Corp, 346 NLRB 523, 536-537 (2006), enfd. 493 F.3d 515 (5th Cir. 2007); Alpha Assoc, 344 NLRB 782, 782-784 (2005); Expo Group, 327 NLRB 413, 431 (1999); Royal Components, Inc., 317 NLRB 971, 972-973 (1995); Gibbs & Cox, Inc., 280 NLRB 953, 967 fn. 21 (1986), review denied 904 F.2d 214 (4th Cir. 1990); International Hod Carriers (Roman Stone Constructions), 153 NLRB 659 (1965).

[2] Cf. Consolidated Papers, Inc., 220 NLRB 1280 (1975); Pacific Coast Shipbuilders Association, 157 NLRB 384 (1966); Shell Oil Company, 116 NLRB 203 (1956), where the Board considered whether separately recognized units had been merged through a course of joint bargaining.

[3] Compare the use of the plural "Unions" in the collective bargaining agreement in Consolidated Papers, Inc., 220 NLRB at1282, where the withdrawing union was found to constitute a separate identifiable entity.

[4] The BCTD notes that the majority of the Agreement's terms are contained in "the collective bargaining agreements negotiated by the individual signatory local unions." (BCTD Brief at 4-5). The flaw in the BCTD's analysis is that the terms were not negotiated by Kaleida with the constituent members of the Building Trades Council. It is not surprising that Kaleida agreed to the Building Trades' inclusions of the outside agreements for skilled trades

In the instant case, the carpenters and millwrights employed by the Hospital have never been represented in a separate unit and have never bargained with their employer independently from the joint bargaining representative. Cf. Shell Oil Company, 116 NLRB 203 (1956) (separately certified international unions bargained a single agreement); Pacific Coast Shipbuilders Association, 157 NLRB 384 (1966) (separately certified local union engaged in joint bargaining). The bargaining history of joint representation and the collective bargaining agreement indicate that the carpenters and millwrights employed by the Hospital do not have, and indeed never had, a separate bargaining unit identity apart from the Building Trades Council. As recognized by the Regional Director, the petitioned for employees have a craft identity as carpenters and millwrights and are represented within the Building Trades Council by the NRCC. However, the potential for a separate community of interest has unmistakably been extinguished by agreement of the Hospital and the Building Trades Council, and its constituent unions, from the inception in favor of the existing jointly represented unit. Cf. Utility Workers, Local 111 (Ohio Power Co.), 203 NLRB 230, 239 (1973) ("Centralized bargaining for separate units... is insufficient evidence to warrant a finding that the parties have mutually agreed to merge established separate units.").

The instant case is patently not one in which Petitioner seeks to sever from a joint bargaining unit employees that had been continuously maintained as a separate and identifiable craft bargaining unit. The BCTD's reliance on the Board's decision in Shell Oil Company is misplaced, as the Board ordered elections sought by local unions in eight craft units that had been previously certified to the affiliated International unions. In ordering elections in the eight

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employees, given that the labor market for craft employees is independent of the health care industry and is based on the outside rates for skilled trades persons. Second Notice of Proposed Rulemaking (NPR II), 284 NLRB at 1556-1562, 53 Fed. Reg. 33900, 33921, 1988 WL 253950 (N.L.R.B. 1988) ("Skilled maintenance employees have

separate craft units, the Board specifically found that the previously certified International unions had preserved their craft group identity, despite joint bargaining. Similarly, in Pacific Coast Shipbuilders Association, the Board recognized that the previously certified International Brotherhood of Electrical Workers remained the certified representative of electricians employed by members of an employer association, despite joint bargaining under the auspices of the Metal Trades Department of the AFL-CIO. The Board's decision in Consolidated Papers, Inc., is similarly distinguishable. The various unions had negotiated a collective bargaining agreement with consolidated papers as a joint group, not as in the instant case, as a single entity. 220 NLRB at 1282. The instant case is not one in which individual craft unions negotiated jointly as a matter of convenience. Rather, the representative of the "craft employees who perform in-house construction renovation" is and has always been the Building Trades Council in a single unit.

The BCTD, in the interest of destabilizing the existing jointly represented unit, also misstates the Board's standards for withdrawal from joint bargaining structures which had preserved pre-existing individual bargaining units. In Consolidated Papers, Inc., the Board set forth two criteria for determining whether a separately represented employee group would be permitted to withdraw from a multi-union bargaining unit: 1) whether the Union has served timely and unequivocal notice upon the Employer of its intention to withdraw from the joint group, and 2) whether the unit represented by the Union and sought to be separately bargained for is appropriate. 220 NLRB at 1283; See also, Boston Edison Company, 290 NLRB 549 (1988); Golden Bear Ford. 245 NLRB 300, 307 (1079). However, in the instant case, the carpenters and millwrights have not withdrawn from the jointly represented unit and, under the Board's Health Care Rules, the unit sought by Petitioner is inappropriate.

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separate labor markets and highly mobile cross-industrial career paths as the operation and maintenance of physical plant systems are the same no matter in which industry they are performed.").

THE JOINT COLLECTIVE BARGAINING UNIT REMAINS APPROPRIATE AS THE EMPLOYER AND THE INTERVENORS HAVE CONSENTED TO MULTIUNION BARGAINING AND THE CARPENTERS HAVE NOT WITHDRAWN FROM THE ESTABLISHED UNIT

Joint multi-union bargaining involving separate bargaining units, like multi-employer bargaining, is consensual, requiring the agreement of all parties. In The Evening News Association Owner and Publisher of the Detroit News, 154 NLRB 1494 (1965), enfd. 372 F.2d 569 (C.A. 6, 1967), the Board set forth the requirements for withdrawal from multi-employer bargaining, including timely and unequivocal notice of withdrawal. Although Evening News dealt with withdrawal by a union from multiemployer bargaining, the Board has since indicated that it would apply the same principles of withdrawal to a union seeking to withdraw from multi-union bargaining with a single employer. See e.g., Plumbers, Local Union No. 525 (Reynolds Electrical & Engineering Co., Inc.), 171 NLRB 1607, 1642 (1968); Catalytic, Inc., 212 NLRB at 472. Thus, an attempt by employees to withdraw from a multi-union bargaining unit must be both timely and unequivocal and seek bargaining in an appropriate unit.

The Building Trades Council and the NRCC have not withdrawn from the joint bargaining with Kaleida, on behalf of the carpenters and millwrights. Any such withdrawal or a petition for a separate unit at this time, in the second year of the current five year collective bargaining agreement, is untimely under the Evening News standards. In Catalytic, Inc., the Board dismissed a petition filed by the Operating Engineers' local affiliate, where the petitioner had not timely and unequivocally withdrawn from joint bargaining prior to the reaching of a collective bargaining agreement by the joint bargaining representative and the employer. In upholding the BCTD's position and dismissing the petition the Board noted:

> The Employer and BCTD assert that the record supports a finding that the Operating Engineers has been part of a multiunion relationship in negotiations with the Employer with regard to its plant maintenance employees, that the Operating Engineers has not effectuated a timely and effective withdrawal from the established multiunion relationship, and that the Petitioner is bound by the actions of the Operating Engineers with regard to the representation of the employees herein sought and may not, therefore, maintain a petition to represent them in a separate unit at this time. We find merit in these contentions.

Id. at 471. Similarly, the instant petition, to the extent that it seeks an otherwise appropriate unit limited to some of the carpenters and millwrights employed by the Hospital, is untimely in any event, since it was filed within a year of the conclusion of multi-union bargaining.[5]

THE REGIONAL DIRECTOR CORRECTLY RECOGNIZED THAT THE UNIT SOUGHT BY THE PETITIONER IS CONTRARY TO THE BOARD'S HEALTH CARE RULES

In the instant case, the petition, which seeks to further divide an existing non-conforming residual unit of employees of an acute care hospital, seeks an inappropriate unit contrary to the Board's Final Rule on Collective Bargaining Units in the Health Care Industry, 29 CFR Part 103.30(a). The BCTD contends that the Rule does not apply to the instant case, since the petitioned for employees are represented. The Regional Director applied the Rule, recognizing that the craft unit represented by the Building Trades Council is a non-conforming residual unit of skilled maintenance employees. In this regard, the units of skilled maintenance employees represented by the Operating Engineers and Service Employees, and the unit represented by the Building Trades Council, in themselves, do not include all the skilled maintenance employees employed by Kaleida engaged in the maintenance, repair and operation of the hospitals' physical

[5] The Agreement between the Building Trades Council and the Hospital is not a bar to a petition in the existing unit. In this regard, the union security clauses of the local collective bargaining agreements referenced in the Agreement do not provide the 30 days notice, required by the Act, as a condition of the enforcement of such

plant systems. Further, the units represented by the Operating Engineers, Service Employees and the Building Council each include some of the carpenters employed by the Hospital.

In promulgating its Health Care Rule, the Board acknowledged the existence of such non-conforming units and determined that it would attempt to apply the rule to subsequent petitions for additional units:

> Where there are existing non-conforming units in acute care hospitals, and a petition for additional units is filed pursuant to sec. 9(c)(1)(A)(i) or 9(c)(1)(B), the Board shall find appropriate only units which comport, insofar as practicable, with the appropriate unit set forth in paragraph (a) of this section.

29 CFR Part 103.30(c). Accordingly, contrary to the BCTD, in seeking an additional unit of carpenters and millwrights, the Petitioner was required to seek a unit which conformed, as nearly as possible, with the Rule.

The BCTD's reliance on Kaiser Foundation Hospitals, 312 NLRB 933, 934 (1993) is misplaced. In Kaiser Foundation, the Board held specifically that Section 103.30(c) did not expand the circumstances which permit petitions "which seek to sever, or carve out, a group of employees from an existing unit, whether or not that unit conforms to those established by the Rule." Unlike the instant case, the Petitioner in Kaiser sought to carve out a conforming unit of skilled maintenance employees from a broader non-conforming non-professional unit. Even though the petition in Kaiser sought a unit permitted by the Rule, the Board held that the Rule did not allow severance of a narrower conforming unit. Specifically, the Board found "nothing in the Rule may be read to expand the circumstances in which petitions seeking to sever a group of employees from an existing unit will be entertained." Id. The Board did not hold that the Rule did not apply to existing units. Rather, it specifically rejected the petition, as in the instant case,

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clauses. The parties did not stipulate at hearing that the Agreement was not a bar because it was a Section 8(f) agreement. (Tr. 18-19).

"for an election among a subgroup of an existing, nonconforming unit." Kaiser at 934-5. The Board premised its holding on the furtherance of the long-standing policy of promoting industrial and labor stability and Congress' admonition against undue proliferation of bargaining units in the health care industry. Id at 935. As recognized by the Regional Director, Petitioner must seek an election in the existing nonconforming unit.

Similarly, the BCTD's reliance on Crittenton Hospital, 328 NLRB 879 (1999) is misplaced. In that matter, the Board interpreted the Rule as applying to allow a petition for an existing non-conforming unit of some of the nurses employed by Crittenton Hospital. Specifically, the Board found that "the perpetuation of a well-established, stable historical nonconforming unit in an RC election is not inimical to the concerns underlying the Rule." Id., at 880-881. By contrast, allowing severance of the existing non-conforming unit, as advocated by the BCTD would directly risk splintering the Building Trades Council's non-conforming skilled maintenance unit into a multiplicity of single craft units.

The acceptance of the BCTD's position would allow jointly represented collective bargaining units in acute care hospitals to disintegrate into single craft units, contrary to the Congressional intent. As recognized by Board in promulgating the Health Care Rule, Congress rejected the very unit sought by Petitioner at the time it amended the Act to include the health care industry:

> During the 1973 legislative hearings on S. 794, the fear expressed by a number of witnesses was that Board precedent might permit a separate unit for each trade or craft found in hospitals. Thus, e.g., Sidney Lewine, testifying on behalf of AHA, and Richard V. Whelan, Jr., representing the Ohio Hospital Association, noted with apprehension the proliferation that would result if the Board were to grant a separate unit to each construction craft such as stationary engineers, carpenters, plumbers, electricians, pipefitters, and painters. (Coverage of Nonprofit Hospitals Under National Labor Relations Act, 1973, Hearings on S. 794 and S. 2292, at 128-29, and 465-66, respectively.) The Board's proposal directly takes into account

> this concern, which was called to Congress' attention, by putting all such separate skilled crafts into one skilled maintenance unit.

284 NLRB at 1556-1562, 53 Fed. Reg. 33923. The Regional Director properly recognized that the overall craft unit represented by the Building Trades Council is an appropriate residual unit, which cannot be severed further under the Board's Rule.

CONCLUSION

Based on the foregoing, the Northeast Regional Council of Carpenters requests that the BCTD untimely motion to file an amicus brief and Petitioner's request for review of the Regional Director's Decision and Direction of Election in the existing bargaining unit of craft employees be denied.

Respectfully submitted,

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Dated: September 17, 2012

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD REGION 3

KALEIDA HEALTH, Employer and CONCERNED CARPENTERS FOR A DEMOCRATIC UNION Petitioner, and BUFFALO BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO,	NLRB Case 03-RC-077821

Intervenor,

and

NORTHEAST REGIONAL COUNCIL
OF CARPENTERS,

Intervenor.

CERTIFICATE OF SERVICE VIA ELECTRONIC MAIL

I hereby certify that a copy of the Northeast Regional Council of Carpenters' Brief in Opposition to Request for Review of Regional Director's Decision and Direction of Election, was electronically mailed to the following:

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