

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2**

**PROGRAM PRODUCTIONS LLC¹
Employer**

and

Case 02-RD-383925

**AN INDIVIDUAL
Petitioner**

and

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1212
Union**

DECISION AND DIRECTION OF ELECTION

Petitioner, an individual, seeks an election to determine whether certain employees employed by Program Productions, LLC (Employer) wish to continue to be represented for purposes of collective bargaining by International Brotherhood of Electrical Workers, Local 1212 (Union).

This case presents two issues. The parties disagree on the appropriate voter eligibility formula and the method of election. The Petitioner and Employer seek a mail-ballot election with eligibility determined by the formula applied by the Board in *Juilliard School*, 208 NLRB 153 (1974). The Union argues that the election should be conducted by manual ballot and that the proper eligibility formula is the one set forth in *Davison-Paxon*, 185 NLRB 21 (1970).

A Notice of Hearing issued on April 1, 2026, setting this matter for hearing and advising the parties that their Statements of Position were due by noon on April 8, 2026. The Employer filed and served a timely Statement of Position. The Union filed its Statement of Position with the Region before the deadline but did not serve the other parties timely. Because the Union failed to timely serve its Statement of Position on the parties, the Union was precluded from raising issues, presenting evidence, or examining witnesses at the hearing.

A hearing officer of the National Labor Relations Board (the Board) conducted a hearing in this matter by video conference on April 16, 2026. To ensure a complete record on the eligibility issue, the undersigned exercised discretion under Section 102.66(b) of the Board's Rules and Regulations and directed the Hearing Officer to develop a record on the appropriate eligibility formula and to permit the Union to make offers of proof, submit exhibits, and make a witness

¹ The Employer's name appears as amended by stipulation.

available for examination. At the hearing, the Union called one witness, Union Business Manager and Financial Secretary Ralph Avigliano, and the Employer presented Labor Relations Specialist Hailey West. The Petitioner testified on his own behalf. At the close of the hearing, the Employer rested on its oral argument. The Petitioner and the Union filed post-hearing briefs.

For the reasons detailed below, and after careful consideration of the parties' arguments and the record, I find that intermittent work is part of the Employer's operations in the sports entertainment industry. I also find that the appropriate formula for voter eligibility is the standard articulated in *American Zoetrope Productions*, 207 NLRB 621 (1973). Finally, I find that a mail ballot election is appropriate because the eligible voters are scattered in time by their schedules.

I. RECORD EVIDENCE

A. The Bargaining Unit

The most recent collective bargaining agreement between the Employer and Union expired on September 30, 2015. The parties stipulated that any election should be conducted in the historical bargaining unit. They further stipulated that the bargaining unit consists of the following employees:

Included: All Freelance Employees performing work* for the Employer on live sporting events produced and/or broadcast by the Employer, as well as for all other work performed by the Employer, at Madison Square Garden in New York City.

Excluded: All other employees, guards, and supervisors as defined in the Act.

* The work performed by the employees in the bargaining unit is reflected in Section 2 of the collective-bargaining agreement between the Union and the Employer which states "the work covered by this Agreement, to be performed by Employees, shall include all work in connection with the installation (except the installation of conduit and wires therein, the wiring of power circuits up to the final distribution panel), operation, maintenance and repair of all radio, television, graphics, facsimile, all digital, video and audio equipment and apparatus by means of which electricity is applied in the transmission of transference, production or reproduction of voice, sound, or vision, including all types of recordings and the placement, adjustment and operation of lights and lighting equipment when such is within the Employer's control. The work jurisdiction of this Agreement is also inclusive of driving any owned and leased vehicles involved in the Employer's operation of pick-ups of live sports competitions as stated above."

B. The Employer's Operations

The Employer provides customers with technical crews to broadcast live sporting events. The Employer's customers include television networks and professional sports leagues, such as the National Basketball Association. As relevant here, the Employer provides technical employees to produce and broadcast live sporting events at Madison Square Garden (MSG). The technicians work on broadcast coverage for the New York Knicks, the New York Rangers, and NCAA basketball games. Employer Labor Relations Specialist West testified that the bargaining unit is

composed entirely of freelance employees and there are no permanent or full-time employees in the bargaining unit.

Employer Operations Department Crew Managers schedule staff for events at MSG. The Crew Managers offer assignments to individual technicians, who may accept or decline each assignment. Technicians have no guarantee of work and no role in selecting the assignments offered to them. The Employer typically offers assignments between two weeks and two months before an event, but staffing schedules frequently change as the event date approaches. West testified that each engagement under the contract is a discrete, single-day event.

Section 3(b)(9) of the expired collective bargaining agreement sets forth assignment criteria. Under that Section, the Employer has the sole exclusive right to make specific assignments based on:

- i. the historical assignment of the particular position;
- ii. the request of the client;
- iii. length of employment within the local market;
- iv. the individual's past and current availability; and
- v. the individual's prior performance, work record and adherence to Employer's standards and expectations;

Because the work is broadcasting live sporting events, it is performed only during the respective sports seasons. The record shows that bargaining unit employees worked at 18 events in 2024 and 65 events in 2025. At the time of hearing, there had been 52 events in 2026 and two more were scheduled. Union Business Manager and Financial Secretary Avigliano estimated that bargaining unit employees work at 50 to 70 events per year during the NHL and NBA seasons, which generally run from late September or October through April and, when applicable, continue through playoff games in May or June. West explained that there is no bargaining unit work during the summer months. There were no events between May 13 and October 1 in 2024 or between early June and September 22 in 2025.

Documentary evidence shows that 96 bargaining unit employees worked at least one day during the period March 31, 2025, to March 31, 2026. Of those 96 employees, 63 (or approximately 66%) worked two or more events. During the two-year period from March 31, 2024 to March 31, 2026, the record shows that 131 employees worked at least one day.

The Petitioner, an Audio Technician, worked on three dates: December 3, 2024, March 4, 2025, and April 1, 2025. At the time of hearing, he had not worked since April 1, 2025. The Petitioner testified that he does not accept every assignment offered to him by the Employer. He explained that he often declines assignments when he has already committed to another job on the given day.

II. POSITIONS OF THE PARTIES

The Employer and Petitioner contend that the *Juilliard School* formula is appropriate. The Employer argues that the bargaining unit consists exclusively of freelance technicians with irregular, intermittent work patterns, and that under the *Davison-Paxon* formula only five

employees would be eligible to vote. The Employer argues that the purpose of the *Juilliard* line of cases is to enfranchise casual employees who maintain a continued interest in employment.

The Petitioner contends that because the work is seasonal with long breaks during the summer months, the *Davison-Paxon* quarterly-average formula could enfranchise only a handful of employees or, depending on the eligibility date, none at all. The Petitioner argues that the critical factor under the Board precedent is whether most of the work is performed by a full-time staff supplemented by per diem employees (in which case the *Davison-Paxon* formula applies) or whether freelancers perform all of the work (in which case the *Juilliard* formula applies).

As to the method of election, the Employer contends that a mail-ballot election is appropriate because the Employer does not control the MSG facility. The Petitioner and Employer argue that voters are temporally scattered because, depending on the election date, no bargaining unit employees may be scheduled to work. They contend that bargaining unit employees reside in New York, New Jersey, and Connecticut and may be working for other employers on any given day.

The Union contends that the *Davison-Paxon* formula is the Board's default standard for freelance, per diem, and on-call employees, and that there are no special circumstances warranting a different formula here. The Union argues that the number of events and regular schedule distinguish this case from the facts presented in *Juilliard School*, where an educational institution staged only four or five productions a year.

The Union seeks a manual election at MSG. It argues that manual elections are the Board's preferred method and that no special circumstances warrant a mail ballot election because work was (at the time of hearing) ongoing during the basketball and hockey postseasons. The Union argues that MSG sits atop the largest transportation hub in the country and is the place to which all employees must travel when they work for the Employer.

III. ANALYSIS

A. Voter Eligibility Formula

i. Applicable Standards

The Board has developed different voter-eligibility formulas to fit the conditions of a given industry, seeking "to permit optimum employee enfranchisement and free choice, without enfranchising individuals with no real continuing interest in the terms and conditions of employment offered by the employer." *Trump Taj Mahal Casino*, 306 NLRB 294, 296 (1992).

Under the most widely used formula, known as the *Davison-Paxon* formula, an employee has sufficient regularity of employment to share a community of interest with unit employees, and is therefore eligible to vote, if the employee "regularly averages 4 hours or more per week for the last quarter prior to the eligibility date." *Davison-Paxon Co.*, 185 NLRB 21, 23-24 (1970). The formula "should be followed absent a showing of special circumstances." *Trump Taj Mahal Casino*, 306 NLRB at 295. The Board has found special circumstances where there are irregular patterns of employment. For example, the Board has fashioned several alternative formulas in

entertainment industries, developing approaches suited to the conditions where employees are hired to help on a day-by-day or production by-production basis. See *DIC Entertainment, L.P.*, 328 NLRB 660 (1999).

The lead case in the theatrical and musical performance industries is *Juilliard School*, where a school hired stage technicians to assist with student productions. 208 NLRB 153 (1974). In contrast to the stable retail workforce in *Davison-Paxon*, the employer in *Juilliard School* retained five permanent employees and repeatedly rehired approximately up to 155 per diem employees for periods of up to 35 weeks despite breaks between productions. *Id.* at 153-54. The Board deemed eligible stage technician employees who were employed for two theatrical productions for a total of five working days over a 1-year period or had worked at least 15 days over a 2-year period. *Id.* at 155.

The choice between formulas is a fact-driven inquiry. The critical consideration in *Juilliard* was “the number and length of the employer’s stage productions and the employment pattern resulting therefrom,” together with the degree to which the employer relied on a permanent full-time staff rather than per diem employees to perform its work. *Steppenwolf Theatre Co.*, 342 NLRB 69, 71-72 (2004) (Applying the *Davison-Paxon* instead of the *Juilliard School* formula to a unit of production employees when the employer, a professional theatre, had a more regular and constant production schedule.)

The Board has employed a similar fact-specific approach to address freelance employment patterns in film and television production. In *Medion, Inc.*, the Board decided that the most appropriate formula was employees employed on at least two productions for a minimum of five working days during the year preceding the issuance of the Board’s Decision. 200 NLRB 1013 (1972). The unit in that case consisted of technicians who were “hired for a particular production, sometimes only for a day’s work, and then laid off without any promise of reemployment.” *Id.* at 1014.

One year later, the Board refined that formula for television commercial production employees in *American Zoetrope Productions*, 207 NLRB 621 (1973). In *American Zoetrope Productions*, the employer produced television commercials and hired its editorial workers for a particular production, which typically lasted only one or two days, then laid them off without any promise of reemployment, recalling those who had proved satisfactory in the past. *Id.* at 621-622. The Board, distinguishing *Medion*, reasoned that, where jobs are short and reemployment turns on the employer’s satisfaction with past work, “the fact of having been reemployed and having completed the last job is a more significant indication of the likelihood of future employment than the total number of days worked.” *Id.* at 623. The Board held eligible “all unit employees who were employed by the Employer on at least two productions during the year preceding [the] Decision and Direction of Election ...and who were not terminated for cause or quit voluntarily prior to the completion of the last job for which they were employed.” *Id.*

ii. Application

The parties frame the dispute as a choice between the *Davison-Paxon* and *Juilliard School* formulas. As shown below, neither satisfactorily fits this record. Here, as in *American Zoetrope*, the bargaining unit employees are separately engaged for each event and the engagements are brief

– only one day per engagement. As in *American Zoetrope*, reemployment turns on the Employer’s satisfaction with past performance. As the Petitioner explained, work is offered based on previous work that the technician has done for the Employer. The collective bargaining agreement supports this testimony, providing that assignments are made based on “the individual’s past and current availability” and “the individual’s prior performance, work record and adherence to Employer’s standards.”

The Union, citing *Steppenwolf Theatre Co.*, supra, distinguishes *Juilliard* based on the regular schedule during respective sports seasons and number of events at MSG in 2024, 2025, and 2026. *Steppenwolf Theatre Co.* is factually distinguishable; therein the Board applied the *Davison-Paxon* formula because the record showed both a regular schedule and that permanent staff performed a substantial majority of work. 342 NLRB at 71. Here, in contrast, there are no permanent bargaining unit employees. Applying the *Davison-Paxon* quarterly average formula to the employment history here would enfranchise only approximately 5 out of the 63 employees who worked at two or more events in the preceding year. I find that the *Davison-Paxon* formula would disenfranchise individuals who in fact return to this work and hold a real continuing interest in the terms and conditions of employment offered by the employer.

The *Juilliard School* formula, proposed by the Employer and Petitioner, was “explicitly tailored...to the unique facts of that case,” where the employer staged multi-day productions. *Steppenwolf Theatre Co.*, supra, at 72 fn.10. The Employer’s engagements here are again factually distinguishable. The number of days worked during a preceding year or two does not fit the facts here because, as in *American Zoetrope*, a technician may work successfully on several events, demonstrating a clear pattern of reemployment, without ever accumulating the days required under the *Juilliard School* formula. Additionally, whereas in *Juilliard School* the employer hired larger groups of employees for a small number of multi-day productions each year, the Employer here hires smaller groups of employees for one-day engagements 50 to 70 times during the year.

I conclude that the particular facts of this case present special circumstances as contemplated by the Board and that the *Davison-Paxon* formula is unsuited to this bargaining unit. I further find that the formula set forth in *American Zoetrope* is the most appropriate eligibility formula for this unit because it allows for optimum employee enfranchisement and free choice while excluding individuals who have no real continuing interest in the terms and conditions of employment. Accordingly, eligible to vote are all unit employees who were employed by the Employer on at least two events during the year preceding the date of this Decision and Direction of Election and who were not terminated for cause or did not quit voluntarily before completing the last event for which they were employed.

B. Method of Election

i. *Applicable Standards*

Congress invested the Board with a wide degree of discretion in establishing the procedures and safeguards necessary to ensure the fair and free choice of bargaining representatives; the Board has delegated the discretion to determine the arrangements for an election to regional directors. *San Diego Gas & Electric*, 325 NLRB 1143, 1144 (1998) (citations omitted). These arrangements include the mechanics of an election, such as the method of voting. *Id.*

The Board has a long-standing preference for in-person (manual) elections. “Manual elections permit in-person supervision of the election, promote employee participation, and serve as a tangible expression of the statutory right of employees to select representatives of their own choosing for the purpose of collective bargaining, or to refrain from doing so.” *Aspirus Keweenaw*, 370 NLRB No. 45, slip op. at 1 (2020). The Board has also recognized, however, that there are instances where circumstances tend to make it difficult for eligible employees to vote in a manual election. *Id.* at 2 (internal citations omitted). The Board has addressed a few of these situations, including where voters are “scattered” over a wide geographic area, “scattered” in time due to employee schedules, where there is a strike, or where there are other extraordinary circumstances. *San Diego Gas & Electric*, supra, at 1145. In these situations, a regional director may reasonably conclude that a mail-ballot will enfranchise the most employees.

ii. Application

After careful consideration of the parties’ positions, I conclude that a mail-ballot is more appropriate than a manual election. Under *San Diego Gas & Electric*, a determinative factor in deciding whether a mail-ballot is more appropriate than a manual election is whether the eligible employees will be at a common location at the same time. The record here shows no time where more than a fraction of the eligible employees will be scheduled to work at the designated polling location.

In reaching this conclusion, I rely on the record evidence showing that the bargaining unit employees have no guaranteed shifts, no fixed schedule, and no control over which events they are offered. Further, because a typical event is staffed by a crew of 5 to 15, most of the approximately 63 eligible employees are not working at MSG during a given event. Additionally, I note the record shows that employees also work for other employers and at other venues. Finally, the addresses for eligible voters are available and there is no indication they are unable to read and understand a mail ballot.

The Union’s contention that MSG is the common work location and accessible by public transit does not require a different result. The consideration under *San Diego Gas & Electric* is not how voters would reach MSG, but that there is no common date when a sufficient number are scheduled to appear. Accordingly, I find that a mail ballot election is appropriate in this case to ensure the broadest possible participation of eligible voters. For these reasons, I shall order a mail-ballot election.

IV. CONCLUSIONS AND FINDINGS

Based on the record, the arguments of the parties and relevant Board law, I find:

1. The Hearing Officer’s rulings made at the hearing are free from prejudicial error and are affirmed.

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.²
3. The parties stipulated, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.
4. The parties stipulated, and I find, that there is no contract bar to conducting an election in this matter.
5. 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.
6. The parties stipulated, and 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:

Included: All Freelance Employees performing work* for the Employer on live sporting events produced and/or broadcast by the Employer, as well as for all other work performed by the Employer, at Madison Square Garden in New York City.

Excluded: All other employees, guards, and supervisors as defined in the Act.

* The work performed by the employees in the bargaining unit is reflected in Section 2 of the collective-bargaining agreement between the Union and the Employer which states "the work covered by this Agreement, to be performed by Employees, shall include all work in connection with the installation (except the installation of conduit and wires therein, the wiring of power circuits up to the final distribution panel), operation, maintenance and repair of all radio, television, graphics, facsimile, all digital, video and audio equipment and apparatus by means of which electricity is applied in the transmission of transference, production or reproduction of voice, sound, or vision, including all types of recordings and the placement, adjustment and operation of lights and lighting equipment when such is within the Employer's control. The work jurisdiction of this Agreement is also inclusive of driving any owned and leased vehicles involved in the Employer's operation of pick-ups of live sports competitions as stated above."

² The parties stipulated, and I find, that the Employer, Program Productions, LLC, is an Illinois corporation with an office and place of business in Lombard, Illinois; that during the past twelve months, a representative period, it derived gross revenues in excess of \$100,000; and that during the same period it purchased and received goods and services valued in excess of \$5,000 directly from points located outside the State of Illinois.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by International Brotherhood of Electrical Workers, Local 1212.

A. Election Details

The election shall be conducted by **mail ballot**. The mail ballots will be mailed to eligible employees by a designated official of the National Labor Relations Board, Region 2, 26 Federal Plaza, Suite 41-120, New York, NY 10278-0104, at 3 p.m. on **Monday, November 9, 2026**. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe they are eligible to vote and do not receive a ballot in the mail by Wednesday, **November 18, 2026**, should communicate immediately with the National Labor Relations Board by either calling the Region 2 office at 212-264-0300 or the national toll-free line at 1-866-762-NLRB (1-866-762-6572).

Voters must return their mail ballots so that they are received in the National Labor Relations Board, Region 2 office by close of business on **Monday, November 30, 2026**.

All ballots will be commingled and counted by an agent of the National Labor Relations Board at the Region 02 office located at 26 Federal Plaza, Suite 41-120, New York, NY 10278-0104, at 11:00 a.m. on **Tuesday, December 1, 2026**. To be valid and counted, the returned ballots must be received in the Region 2 office prior to the counting of the ballots.

B. Voting Eligibility

Eligible to vote are all employees in the appropriate unit who were employed by the Employer for at least two events during the twelve-month period preceding issuance of this Decision.

In a mail ballot election, employees are eligible to vote if they are in the unit on both the eligibility date and on the date they mail in their ballots to the Board's designated office.

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. Additionally, in an economic strike that 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. Ineligible to vote are: (1) employees who have been discharged for cause; (2) employees who quit voluntarily prior to completion of the last job for which they were employed; (3) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (4) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **October 22, 2026**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be

posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: October 20, 2026

A handwritten signature in black ink that reads "John D. Doyle, Jr." with a stylized flourish at the end.

John D. Doyle, Jr.
Regional Director
National Labor Relations Board
Region 02
26 Federal Plaza, Suite 41-120
New York, NY 10278-0104