UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

COLUMBUS SYMPHONY ORCHESTRA, INC. [1]/

Employer

and Case 9-RC-18137

THE INTERNATIONAL ALLIANCE OF THEATRICAL, STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE U.S. AND ITS TERRITORIES AND CANADA, AFL-CIO AND ITS LOCAL 12 [2]/

Petitioner

REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION

I. INTRODUCTION

The Employer, a corporation, is engaged in the presentation of symphonic music concerts at its Columbus, Ohio facilities and at other venues within the State of Ohio, where it employs a general manager, a personnel manager, a production manager, a full-time production worker and approximately 60 musicians. The Petitioner filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act seeking to represent a unit comprised of all full-time, part-time, per diem and casual stage and production employees, excluding all other employees and all professional employees, guards and supervisors as defined in the Act. There is no history of collective bargaining affecting any of the employees involved in this proceeding. The Petitioner has expressed its willingness to proceed to an election in any unit found appropriate.

The Petitioner asserts that there are a minimum of five employees, including Art Silva, the Employer's one full-time production employee, and at least four casual employees who should be included in the unit that it seeks to represent. The Employer, contrary to the Petitioner, asserts that the petition should be dismissed because the casual employees do not have sufficient regularity of employment to be treated as eligible voters under any voting formula and thus the unit would be inappropriate because it would consist of a single person, Silva, the full-time production employee. Alternatively, the Employer contends that the casual employees are "leased" from the Petitioner and thus cannot be included in a unit with a non-leased employee without the consent of both parties. Finally, the Employer argues that even if the casual

[1]/ The name of the Employer appears as amended at the hearing.

[2]/ The name of the Petitioner appears as amended at the hearing.

employees are included in an appropriate unit, Silva should be excluded because he lacks a community of interest with casual employees.

In reaching my determination on the unit issue, I have considered the record evidence as a whole as well as the arguments made by the parties at the hearing and in their post-hearing briefs and have concluded, for the reasons discussed in detail below, that the unit should include all full-time, part-time and casual stage and production employees who worked an average of 4 or more hours per week over a 13-week period commencing May 29, 2006 and ending August 26, 2006. My finding in this regard is based on the Board's policy of giving full effect to the voting rights of employees who have a reasonable expectation of further employment. This is particularly appropriate in the entertainment industry where employees are hired on a day-by-day or production-by-production basis. Further, notwithstanding the difference in Silva's wage and benefit package as compared to that of the casual production employees, I find all the production employees share a sufficient community of interest based on their common work duties that warrants Silva's inclusion in the unit. Finally, contrary to the Employer's assertion, I find that the casual employees are not "leased" from the Petitioner and, therefore, it is appropriate to include them in a unit with Silva.

Accordingly, I will direct an election in a unit of all full-time, regular part-time, and casual stage and production employees employed by the Employer at its Columbus, Ohio facilities, excluding all other employees, guards and supervisors as defined in the Act.

At the outset, I will provide an exposition of the facts and then I will apply the facts to the law in support of my conclusions on the issues.

II. FACTS

The Employer's live concert performances are scheduled throughout the year. The concert schedule consists of a 39-week winter season, which mirrors the school year, and a 7-week summer season which commences in June and ends in August. A majority of the winter season performances are held in downtown Columbus, Ohio venues, primarily at the Ohio Theater. Additional performances are held at other sites such as schools, gymnasiums and auditoriums. On occasion, the Employer presents concerts outside of Columbus at venues that are within a day's commute and do not require overnight lodging. These performances are included in the approximately 10 annual "run outs" that the Employer presents over a 46-week period. The Employer's winter events consist of approximately 31 classical music performances, 15 pops concerts and 10 young people's programs.

In contrast to the winter season's venue, the summer performances are primarily held outside on the lawn of a corporate sponsor. The number of events during the summer is much smaller in scope; for example, four children's concerts and seven adult performances are scheduled to be held this summer. In preparing the lawn for the summer concert setting, a stage and covering for the orchestra is set up during early June and dismantled in early August. Production Manager Bill Lutz, who the parties have stipulated is a statutory supervisor within the meaning of Section 2(11) of the Act, Silva, the full-time production assistant, and certain casual employees erect and dismantle the tent and stage for the summer orchestral performances.

The record shows that the Employer employs one full-time production assistant and has no part-time production employees. Art Silva, the full-time production assistant, assists Lutz and

Susan Rosenstock, the Employer's general manager, by managing the Orchestra's logistical needs. Silva spends 90 percent of his time performing production tasks or logistical work, and for the remaining work time he assists the Employer's personnel manager in performing timekeeping tasks, assisting with auditions and monitoring the Employer's compliance with the musicians' Master Agreement. [3]/ Silva also oversees the stagehands who work at the Ohio Theater, who are not employed by the Employer, when Lutz is absent or otherwise unavailable.

During the winter season, Silva prepares the stage for rehearsals and concerts by retrieving equipment from a storage facility and positioning it on the stage. He also moves instruments, sets up orchestral seating, transports equipment between different venues, stores and maintains the orchestral equipment, monitors the movement of equipment during rehearsals and performances, and loads and drives a truck for school performances. During the summer season, Silva, together with Lutz and one or more casual employees, [4]/ sets up the tent and stage at the outdoor venue, dismantles it at the close of the summer season; and, moves, dismantles, or re-assembles equipment that is transported between rehearsal and performance venues.

The Petitioner operates a hiring hall and accepts requests for referrals from employers, regardless of whether they are signatory to a collective-bargaining agreement with the Petitioner. The record reflects that the Employer has a need to employ at least one casual employee during the summer season. In the past, Lutz routinely has hired from a pool of experienced casual employees, including Earl Hinch, Michael Dooley, Kevin Campbell and Philip Maher, all of whom also work through the Petitioner's hiring hall. Lutz prefers to hire these individuals directly and tries to hire them in the order listed above. In the event that these individuals are unavailable or more assistance is required, Lutz contacts the Petitioner for additional personnel. Although the Petitioner sets wage rates and benefits consistent with area standards, the casual employees are directly compensated by the Employer and subject to Lutz's immediate supervision.

Silva is salaried and works throughout the year. He averages about 40 hours per week and works approximately 2,000 hours per year. His annual salary is within the range of $26,000-$27,000. Silva receives medical and dental insurance, is entitled to long and short-term disability care, gets 5 paid holidays and 2 weeks of annual vacation, is eligible to participate in a 401(k) plan, and receives a pre-allocated number of free concert tickets. In contrast, the casual employees hired directly by Lutz or referred by the Petitioner are subject to working conditions established by the Petitioner and are paid on an hourly basis, receive overtime pay, four-hour call in pay, specified meal periods, breaks, and a health and welfare contribution consisting of 8 percent of their total gross wages.

In 2005, the Employer incurred a cost equivalent of 500 hours for its use of casual production employees and that amount increased to 600 hours in 2006. Of the core group of casual employees, Campbell worked the most hours in 2005, with a total of 200 hours, but he only worked 37 hours in 2006. Campbell worked a total of 26 days from June 22 through August 3, 2005, but only worked 6 days in June 2006. Dooley, on the other hand, only worked

[3]/ The Master Agreement is the collective bargaining contract that covers musicians employed by the Employer.

[4]/ A minimum of one casual employee usually assists Silva during the summer season in performing production tasks. There is generally a greater need for casual employees at the beginning and end of the summer season when the stage and tent are erected and dismantled.

16 hours in 2005, but worked 140 hours in 2006. Dooley worked a total of 17 days from about June 20 to July 29, 2006 while only working about a third of those days in the prior year. Hinch worked a total of 24 hours in 2005 and 95 hours in 2006, while Maher worked only 15 hours in 2005 and a total of 56 hours during 2006.

Dooley, the only casual employee who testified at the hearing, stated that he has been performing stagehand work for the past 19 years and has worked for the Employer on an intermittent basis since an unspecified date in the 1990s. However, with the exception of one year in the mid-1990s, 2006 was the first time that Dooley was on the Employer's payroll for an entire summer season. Dooley was hired directly by Lutz and subject to his immediate supervision.

In addition to the foregoing individuals, over the last 2 years, the Employer has utilized additional casual production employees on an as-needed basis. These employees' accumulated number of work hours is, however, substantially lower than the hours worked by the core group. For example, approximately 17 casual employees worked a total of 1 day; 7 casual employees worked a total of 2 days; 10 casual employees worked a total of 3 days; 5 casual employees worked a total of 4 days; and 2 casual employees worked a total of 5 days during the 2-year period encompassing 2005-2006. The Employer has never hired a full-time employee from the casual employee pool.

III. THE LAW AND ITS APPLICATION

The Act does not require that a petitioned-for unit be the only or most appropriate unit. Rather, the only requirement is that the petitioned-for unit be appropriate. *Transerv Systems,* 311 NLRB 766 (1993); *Morand Brothers Beverage Co.,* 91 NLRB 409, 418 (1950). A petitioner's desire for a particular unit is a relevant, but not controlling, consideration. *Overnite Transportation Co*., 322 NLRB 723 (1996).

The Board has a longstanding policy of facilitating a representation election process that extends voting rights to employees whose working conditions reflect a shared community of interest. A threshold issue for casual employees is whether they have worked a sufficient number of hours prior to an election to establish a community of interest with unit employees. *Saratoga County Chapter NYSAR*, 314 NLRB 609 (1994). With respect to temporary or seasonal workers, the Board uses alternative voter eligibility formulae to insure that a voting opportunity is extended to employees who have a continuing interest in an employer's terms and conditions of employment and who have a reasonable expectation of future employment with said employer. *DIC Entertainment, L.P.,* 328 NLRB 660 (1999), enf'd 238 F.3d 434 (D.C. Cir. 2001); *American Zoetrope Productions, Inc*., 207 NLRB 621 (1973).

Voting Eligibility of Casual Employees:

The Board encourages the use of a voting eligibility formula that facilitates optimal employee enfranchisement without extending voting privileges to employees who do not possess a real continuing interest in the employer's terms and conditions of employment. *Steppenwolf Theatre Co.,* 342 NLRB 69 (2004). Barring special circumstances that would justify the application of another formula, the Board traditionally uses the *Davison-Paxon* [5]*/,* formula to

[5]/ 185 NLRB 21 (1970).

determine the eligibility of casual employees. *Steppenwolf Theatre Co., supra; Wadsworth Theatre Management,* 349 NLRB No. 22 (2007). Under this eligibility formula, casual employees are deemed to have a sufficient regularity of employment to establish a community of interest with unit employees if they regularly average 4 or more hours of work per week during the last quarter preceding the eligibility date.

Notwithstanding the Board's traditional application of the *Davison-Paxon* voting eligibility formula, it has, upon the showing of special circumstances crafted and applied alternate formulae to unique situations. This is evident in *Julliard School*, 208 NLRB 152 (1974), *American Zoetrope Productions*, 207 NLRB 621 (1973), and in *Medion Inc.*, 200 NLRB 1013 (1972). Thus, the threshold inquiry is whether there are special circumstances that would justify the use of an alternative eligibility standard. I find that such circumstances are present here. Notwithstanding the Employer's year-round performance schedule, the Employer's recurring use of an outdoor venue during the summer season coupled with its reliance on casual personnel to perform a significant percentage of the production work during that 13-week period, constitute special circumstances warranting the application of a modified *Davison-Paxon* voting eligibility formula. In reaching this conclusion, I note, as did the Board in *Steppenwolf Theatre Co*., supra, that irregular patterns of employment may present circumstances in which the Board is justified in adopting an alternative voting eligibility formula that is tailored to a particular factual scenario.

The Employer's casual stage and production employees work primarily in the summer. Although they do not work with regularity during the winter season, I find that the Employer's reliance on their services during the summer season, along with its routine and repeated use of individuals from the same employee pool, demonstrates that a percentage of the Employer's casual personnel have a reasonable expectation of future employment with the Employer and possess a continuing interest in its working conditions, notwithstanding their seemingly sporadic and intermittent work schedules.

In view of the foregoing and consistent with the Board's flexible voting eligibility policy, I find that the strict application of the traditional *Davison-Paxton* formula to the instant matter would be too restrictive and would virtually disenfranchise all the casual employees. Thus, I conclude that a modified application of the *Davison-Paxton* formula would effectively protect the rights of the Employer's casual personnel who have a present and future interest in its terms and conditions of employment. To this end, I shall apply a formula whose eligibility period takes into consideration the 13-week period in 2006 commencing on May 29 and ending on August 26, which is based on the limited period of time (June-August) during which the casual stage and production employees are expected to work.

The Employer contends that none of the casual stage and production employees have a reasonable expectation of future employment with the Employer such as to justify their inclusion in the unit. In support of its assertion, the Employer cites *United Telecontrol Electronics, Inc.*, 239 NLRB 1057 (1978); *Seneca Foods Corporation*, 248 NLRB 1119 (1980) and *Macy's East*, 327 NLRB 73 (1998). However, I find that all of these cases involve distinctly different industries and are factually distinguishable from the Employer's situation. For example, in *United Telecontrol Electronics, Inc*., the employer's primary manufacturing concern was computer and microwave components, but it also bid on an annual contract to produce electric grills. In contrast to its regular production employees' work, the grill operation was staffed by unskilled employees who worked exclusively on the contract and were not given recall or hiring

preference for other vacancies. The Board excluded these employees from the proposed bargaining unit concluding that they had no reasonable expectation of future employment because they were not drawn from the same labor market, had separate supervision and were not functionally integrated into the employer's primary operations. Similarly in *Seneca Foods Corporation*, the employer, a producer of applesauce and juices, had a regular production staff and only hired certain employees during its peak season. The employer made no attempt to re-hire the temporary seasonal employees and gave them no hiring preference in filling vacancies. The Board excluded the peak season labor finding that there was no pattern of regular seasonal employment with the employer that indicates "a relatively stabilized demand for, and dependence on such employees by the Employer and, likewise, a reliance on such employment by a substantial number of employees in the labor market who return to the Employer's operation each year." 248 NLRB at 1119. Finally in *Macy's East*, the employees at issue were hired for a 3 or 4 month period for the purpose of preparing, cleaning and storing costumes used in the annual Macy's Thanksgiving Day parade. The Board found that the employer had a regular recurrent need for employees during a limited time period, but there was no evidence that it had a practice of employing the same employees and it advertised for workers annually. Under these circumstances the Board concluded that these seasonal employees had no reasonably expectation of future employment.

In contrast to the situations described in the above cases, the casual employees at issue in this proceeding perform the same work as the Employer's full-time production assistant, share the same supervision and are routinely rehired because of their unique skills and past performance. Further, the Employer has a practice of hiring the same individuals. Accordingly, I conclude that the Employer's reliance on the above-cited cases is misplaced and its hiring preference of certain casual workers sufficiently establishes a pattern of regular seasonal employment sufficient to justify their inclusion in the bargaining unit.

Inclusion of the Full-Time Production Employee in the Bargaining Unit:

In view of my determination that a unit including the casual stage and production employees is appropriate and having devised a voter eligibility formula, I now consider whether Silva, the sole full-time production employee, should be included within the unit as urged by the Petitioner or excluded as lacking a community of interest with the casuals as argued by the Employer. As previously noted, the casual stage and production employees receive an hourly rate whereas Silva is salaried. Additionally, Silva is accorded a number of fringe benefits that are not offered to his casual counterparts. However, the record reflects that Silva and the casual stage and production employees perform essentially the same production tasks, are selected and hired because of their unique experience with the Employer, report to the same supervisor and work in close proximity with one another during the limited period of time in which the Employer utilizes the casual employees' services. Thus, notwithstanding the differences in wages, benefits and other working conditions, I find that the interchange between the employees, their integrated work responsibilities and shared supervision justify Silva's inclusion in the unit. *United Rentals, Inc.,* 341 NLRB 540 (2004). My finding in this regard is further based on the fact that Silva's exclusion from the unit would result in the creation of an unwarranted residual unit consisting of only one employee. *Huckleberry Youth Programs,* 326 NLRB 1272 (1998); *United Rentals, Inc.*, *supra.*

The Employer asserts that its casual employees not only fail to share a community of interest with Silva because of their different employment benefits and the extra duties that Silva

performs, but also because of differences in the regularity of their employment. In support of this contention, the Employer cites *F.W. Woolworth Co*., 119 NLRB 480 (1957); *Mission Pak Co.*, 127 NLRB 1097 (1960); *See's Candy Shops, Inc*., 202 NLRB 538 (1973); *Swift & Co.,* 115 NLRB 755 (1956); *Lilliston Implement Co*., 121 NLRB 868 (1958); *Delta Gas, Inc*., 283 NLRB 391 (1987) and *Mariposa Press*, 273 NLRB 528 (1984). I have carefully reviewed these cases and find them both distinguishable and inapposite to the factual situation before me. These cases involve different industries with regular sizable employee workforces that employed temporary seasonal labor during peak sales or production periods. The temporary employees were unskilled, had no expectancy of recall or reemployment or were hired for a definite limited period. In *Delta Gas, Inc*., supra, and *Mariposa Press*, supra, the issue concerned the eligibility of students and/or casual employees who lacked a community of interest with regular unit employees because they were hired for a limited time or had full-time employment elsewhere and only worked on an intermittent basis for the employers. Finally, as noted by the Employer, in *See's Candy Shops, Inc.,* supra, the Board devised an eligibility formula in recognition that certain of the seasonal employees shared a community of interest with the regular sales staff. In contrast, I find that the stage and production employees hired by the Employer for its summer season are skilled employees familiar with its operations who work closely and regularly with Silva during the summer season.

Joint Employer Contention:

Finally, the Employer, citing *Oakwood Care Center, 343 NLRB 659 (2004)*, contends that the casual production employees are leased from and jointly employed by the Petitioner; thus the inclusion of these employees together with the Employer's solely employed full-time production employee, absent both parties' consent, constitutes an inappropriate bargaining unit. I do not find the record evidence supportive of this premise. Initially I note that there is no persuasive evidence that the Petitioner is a "supplier" employer. The Petitioner does not have a contractual arrangement with the Employer to provide employees; it merely makes available skilled and experienced personnel through its hiring hall. The Employer prefers to directly hire its casual work force and only utilizes the Petitioner's referral services when unable to secure employees on its own. Aside from the Petitioner's effort to protect its area standard wages and benefits, the Employer has exclusive control over its casual employees' working conditions. In the absence of any evidence that the Petitioner acts as an employer of the casual employees, I find the Employer's joint employer argument is without merit.

Supervisory Exclusions:

In accord with the stipulation of the parties and based on the record as a whole, I find that Bill Lutz, Production Manager, is a supervisor within the meaning of Section 2(11) of the Act and I shall exclude him from the unit found appropriate herein. Further, based on the record as a whole, I find that Susan Rosenstock, General Manager, is a supervisor within the meaning of Section 2(11) of the Act and I shall exclude her from the unit.

IV. CONCLUSIONS AND FINDINGS

Based upon the entire record in this matter and in accordance with the above-referenced narrative, I conclude and find as follows:

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 in this case.

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

4. The Petitioner claims to represent certain employees of the Employer.

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 following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time, regular part-time, and casual stage and production employees, excluding all other employees and all professional employees, guards and supervisors as defined in the Act.

V. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. The employees will vote on whether they wish to be represented for purposes of collective bargaining by The International Alliance of Theatrical, Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the U.S. and Its Territories and Canada, AFL-CIO and Its Local 12. The date, time, and place of the election will be specified in the notice of election that the Board's Regional Office will issue subsequent to this Decision.

A. Voting Eligibility

Eligible to vote in the election are those in the unit who were employed during the 13-week payroll period commencing with May 29, 2006 and ending with August 26, 2006, averaged 4 or more hours of work per week, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less then 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. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (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.

B. Employer to Submit List of Eligible Voters

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).

Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list, containing the full names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). This list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). This list may initially be used by me to assist in determining an adequate showing of interest. I shall, in turn, make the list available to all parties to the election.

To be timely filed, the list must be received in the Regional Office on or before **April 19, 2007**. No extension of time to file this list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted to the Regional Office by electronic filing through the Agency website, **www.nlrb.gov**, [6]/ by mail, or by facsimile transmission at (513) 684-3946. The burden of establishing the timely filing and receipt of the list will continue to be placed on the sending party.

Since the list will be made available to all parties to the election, please furnish a total of **two** copies of the list, unless the list is submitted by facsimile or e-mail, in which case no copies need be submitted. If you have any questions, please contact the Regional Office.

C. Notice of Posting Obligations

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices to Election provided by the Board in areas conspicuous to potential voters for a minimum of 3 working days prior to 12:01 a.m. of the day of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

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[6]/ To file the list electronically, go to www.nlrb.gov and select the **E-Gov** tab. Then click on the **E-Filing** link on the menu. When the E-File page opens, go to the heading **Regional**, **Subregional and Resident Offices** and click on the "File Documents" button under that heading. A page then appears describing the E-filing terms. At the bottom of this page, the user must check the box next to the statement indicating that the user has read and accepts the E-Filing terms and then click the "Accept" button. The user then completes a form with information such as the case name and number, attaches the document containing the request for review, and clicks the Submit Form button. Guidance for E-Filing is contained in the attachment supplied with the Regional Office's initial correspondence on this matter and is also located under "E-Gov" on the Board's website, www.nlrb.gov.

VI. RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received in Washington by **April 26, 2007**. The request may be filed electronically through E-Gov on the Board's web site, www.nlrb.gov, [7]/ but may not be filed by facsimile.

DATED: April 12, 2007

/s/ Gary W. Muffley, Regional Director

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362-3350-2000
362-6712-2550
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401-7550

[7]/ Electronically filing a request for review is similar to the process described above for electronically filing the eligibility list, except that on the E-Filing page the user should select the option to file documents with the **Board/Office of the Executive Secretary**.