

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 6**

NORTHWOOD HEALTH SYSTEMS, INC.

Employer

and

Case 06-RC-349713

NORTHWOOD WORKERS UNION

Petitioner

DECISION AND DIRECTION OF ELECTION

On September 4, 2024, the Northwood Workers Union (Petitioner) filed the instant petition with the National Labor Relations Board (the Board) under Section 9(c) of the National Labor Relations Act (the Act).

The only issue presented in this case is whether the petitioned-for unit, which is limited to employees at the Northwood Health Systems, Inc. (“Employer”) 307 North Main Street, New Martinsville, WV 26155 facility, is an appropriate unit for bargaining, or whether the unit also must include employees at the Employer’s other facilities located at 111 19th Street, Wheeling, WV, 26003 and 178 Fork Ridge Road, Moundsville, WV, 26041. The parties agree that in either event the appropriate unit should include the Technician Day Treatment 1 classification in the unit and that all office clerical employees, confidential employees, managerial employees, professional employees, guards, and supervisors as defined by the Act should be excluded from the unit.

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the Board. Upon the entire record in this proceeding, I find that the Employer has not met its burden to show that the petitioned-for presumptively-appropriate single facility unit is not an appropriate unit under the Act.

THE EMPLOYER’S OPERATIONS

The Employer is engaged in providing community behavioral health services. The Employer’s operations include facilities located at the petitioned-for location of 307 North Main Street, New Martinsville, WV 26155 (referred to as “Wetzel County Facility”), as well as the 111 19th Street, Wheeling, WV, 26003 facility (referred to as “Transitions”), and the 178 Fork Ridge Road, Moundsville, WV, 26041 facility (referred to as “Adena Hills”). The distance between these facilities is as follows:

- Transitions is approximately 12.7 miles from Adena Hills
- Adena Hills is approximately 28.6 miles from Wetzel County Facility
- Wetzel County Facility is approximately 38.7 miles from Transitions.

There are approximately 11 employees in the petitioned-for unit, and approximately 31 employees in the unit proposed by the Employer. Each facility has its own respective day treatment supervisor exempt position (referred to herein as the “on-site manager”) and its own respective day treatment supervisor nonexempt position (referred to herein as the “floor supervisor”) (collectively herein, the “facility managers”). The parties agree that individuals holding either position are supervisors within the meaning of Section 2(11) of the National Labor Relations Act (“the Act”). The Employer operates its Human Resources department, finance department, mailing services, and certain other administrative and management functions from the Transitions facility. The parties agree that no relevant bargaining history exists between the Employer and the Petitioner.

BOARD LAW

The Board has long held that a petitioned-for single-facility unit is presumptively appropriate, unless it has been so effectively merged or is so functionally integrated that it has lost its separate identity. The party opposing the single-facility unit has the heavy burden of rebutting its presumptive appropriateness. To determine whether the single-facility presumption has been rebutted, the Board examines (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) the degree of employee interchange; (4) the distance between locations; and (5) bargaining history, if any exists. See, e.g., *Trane*, 339 NLRB 866 (2003); *J & L Plate, Inc.*, 310 NLRB 429 (1993).

In its decision in *American Steel Construction, Inc.*, 372 NLRB No. 23 (2022) the Board reinstated the framework it had set forth in *Specialty Healthcare and Rehabilitation Center of Mobile*, 357 NLRB No. 83 (2011), *enfd.* 727 F.3d 552 (6th Cir, 2013) to be applied when a petitioner seeks a unit consisting of employees readily identifiable as a group who share a community of interest, but another party seeks a broader unit. The party seeking the broader unit must demonstrate “that employees in the larger unit share an overwhelming community of interest with those in the petitioned-for unit.” Slip op. at 12-13. The additional employees share an overwhelming community of interest only where there is no legitimate basis upon which to exclude them from the unit because the traditional community-of-interest factors overlap almost completely. slip op. at 11-12.; *Northrop Grumman Shipbuilding, Inc.*, 357 NLRB No. 163, slip op. at 3 (2011).

The Board did not indicate in *American Steel* or *Specialty Healthcare* whether the analytical framework in those cases should apply to the issue here, which is whether a single facility unit or multi-facility unit is appropriate for collective bargaining. Because the framework appears applicable, in addition to analyzing this case pursuant to the Board’s traditional five-part test as described above, I will also analyze this case using the *American Steel* and *Specialty Healthcare* framework.

Application of Board Law to this Case

In reaching the conclusion that the single-facility unit is appropriate, I rely on the following analysis and record evidence.

1. Central Control over Daily Operations and Labor Relations

The Board has made clear that “the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single local presumption.” (citations omitted) *California Pacific Medical Center*, 357 NLRB No. 21, slip op. at 2 (2001). Thus, “centralization, by itself, is not sufficient to rebut the single-facility presumption where there is significant local autonomy over labor relations. Instead, the Board puts emphasis on whether the employees perform their day-to-day work under the supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems.” (citations omitted) *Hilander Foods*, 348 NLRB 1200, 1203 (2006). Therefore, the primary focus of this factor is the control that facility-level management exerts over employees’ day-to-day working lives.

While the facilities in dispute here are all subject to the same personnel policies, employee handbook, wage and benefit programs, and orientation training, these facilities have distinct supervision and significant local-level autonomy. In this regard, the supervisors at each facility have the authority to provide and change employees’ daily work assignments, including to which clients they are assigned, provide direction throughout the day to employees regarding their work, and resolve employees’ grievances as they are brought forward.

The Employer’s Manager of Day Services Carrie Tennant, based out of and working from the Transitions location, testified that the facility managers of the various facilities establish their own client-specific schedules for their locations, and that such schedules are only posted to the local facility. Facility-level schedules are not posted to any other facility. Tennant also testified that on-site managers retain the authority to adjust these staff schedules based on client needs and employee time-off requests for the individual locations. Further, Tennant explained that on-site managers seek assistance or input from the other locations once they determine the facility is unable to meet business demands with the staffing compliment from their respective facility. Facility managers retain significant and autonomous discretion to set and adjust the schedules for their local level facilities, without input from other facilities or the centralized Transitions location.

Facility managers are also responsible for providing the day-to-day assignment of work to the employees at their respective facilities and retain the authority to handle client issues that arise under the Employer’s policies or procedures, or from the employees’ client assignments. Tennant testified that the on-site managers are responsible for assigning the treatment staff to their respective rooms or vehicles. Petitioner witness Technician Day Treatment 1 Dylan Parsons provided uncontroverted testimony that the facility managers assign him work for the day, which clients he’s with, and what to do with the clients throughout the day and reassign these matters as necessary throughout the day.

The on-site manager also retains authority to address and resolve employee issues arising under the Employer’s policies and procedures, with escalation to Human Resources only in the

event the on-site manager feels further clarification is necessary or if the employee remains unsatisfied with the on-site manager's explanation or resolution of the issue. On-site Manager for Wetzel County Facility Theresa Haynes testified that she directs staff to contact Tennant or Human Resources for questions about policies or procedures if she herself is not completely certain about the answer.

I find that the facility managers maintain significant authority independent from the centralized location at Transitions regarding the factors of assignment of work, responsible direction of work, and adjustment of employee grievances.

In addition, while the Employer's Transitions facility management team; i.e. Tennant, Human Resources, Chief Financial Officer Richard Stockley, and Chief Executive Officer Mark Games, are involved in reviewing hiring, disciplinary action, promotion, and discharge decisions for Transitions, Adena Hills, and Wetzel County facilities, it is clear that the facility managers at each individual facility independently investigate and determine hiring needs and hiring selections for their respective facilities, the need for disciplinary action, and recommendations for employee discharge. Transitions' management representatives rarely overrule the decisions and recommendations of the local facility supervisors on these issues and do not conduct their own hiring interviews or disciplinary investigations before approving the recommendations of the local facility supervisors.

Wetzel County Facility On-site Manager Haynes testified that facility managers conduct hiring interviews for potential candidates, utilizing a question suggestion sheet prepared by the Employer. Haynes explained that Haynes retains the discretion regarding which questions to ask from this sheet during interviews to determine who she thinks will be a good fit for the Wetzel County Facility. Haynes also stated that while Human Resources has the ability to override Haynes' hiring decisions, she could not recall any instance where Transitions management overrode a hiring recommendation Haynes made.

Haynes further testified that while Tennant retains ultimate authority on whether discipline should issue and would suggest options for disciplinary action, Tennant would also give the okay regarding the discipline recommendations Haynes proposed. To the extent that the individuals centralized at Transitions may inquire further into a disciplinary decision, those inquiries are made directly to the on-site manager for any further clarification needed. Haynes testified that Transitions management may ask her for more details regarding a disciplinary situation. However, Haynes did not recall any instance where Transitions management made changes to her discipline recommendations aside from semantic changes, such as the date a suspension issued or more particularity regarding the policy being enforced. Transitions management, to Haynes' recollection, has never changed Haynes' recommended reason for discipline or discharge, or added a new policy as a reason for an issued discipline. Furthermore, Haynes directly reviews disciplinary determinations with her facility staff, and only requests Tennant's involvement with these reviews if it is a situation where Haynes feels the employee would need more information.

In sum, I find that while Transitions management have oversight and ultimate authority to hire, discipline, promote, and discharge employees, the facility managers retain sufficient

authority to effectively recommend these actions such that they retain a measure of autonomy over their local facility.

2. Similarity of Skills, Functions, and Working Conditions

The similarity or dissimilarity of work, qualifications, working conditions, wages and benefits among employees at the facilities the Employer contends should be in the unit has some bearing on determining the appropriateness of the single-facility unit. However, this factor is less important than whether individual facility management has autonomy and whether there is substantial interchange. See, for example, *Dattco, Inc.*, 338 NLRB 49, 51 (2002) (“This level of interdependence and interchange is significant and, with the centralization of operations and uniformity of skills, functions and working conditions is sufficient to rebut the presumptive appropriateness of the single-facility unit.”)

With the exception of working from geographically separate facilities, employees at the facilities in dispute share nearly identical skills, functions, and working conditions. These employees perform the substantially the same job functions, share identical qualifications, work under the same Employer handbook, are hourly paid with wages determined under the same criteria, receive identical benefits, are assigned work by the same method, record their hours of work using the same form.

Evidence of functional integration is also relevant to the issue whether a single-facility unit is appropriate. Functional integration refers to when employees at two or more facilities are closely integrated with one another functionally notwithstanding their physical separation. *Budget Rent A Car Systems*, 337 NLRB 884 (2002). This functional integration involves employees at the various facilities participating equally and fully at various stages in the employer’s operation, such that the employees constitute integral and indispensable parts of a single work process. *Id.* However, an important element of functional integration is that the employees from the various facilities have frequent contact with one another. *Id.* at 885.

The record reveals no evidence of functional integration. In addition, except for the evidence of interchange described below, there is also little evidence of work-related contact among the employees of the facilities. Thus, the record fails to demonstrate that the employees employed in the facilities in dispute are part of a single work process, where work is performed at various stages on the same product at different facilities. This lack of functional integration, therefore, supports finding the single-facility unit appropriate.

3. The Degree of Employee Interchange

Employee contact is considered interchange where a portion of the work force of one facility is involved in the work of the other facilities through temporary transfer or assignment of work. However, a significant portion of the work force must be involved and the work force must be actually supervised by the local branch to which they are not normally assigned in order to meet the burden of proof on the party opposing the single-facility unit. *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999). For example, the Board found that interchange was established and significant where during a 1-year period there were approximately 400 to

425 temporary employee interchanges among three terminals in a workforce of 87 and the temporary employees were directly supervised by the terminal manager from the terminal where the work was being performed. *Dayton Transport Corp.* 270 NLRB 1114 (1984). On the other hand, where the amount of interchange is unclear both as to scope and frequency because it is unclear how the total amount of interchange compares to the total amount of work performed, the burden of proof is not met, including where a party fails to support a claim of interchange with either documentation or specific testimony providing context. *Cargill, Inc.*, 336 NLRB 1114 (2001); *Courier Dispatch Group*, 311 NLRB 728, 731 (1993). Also important in considering interchange is whether the temporary employee transfers are voluntary or required, the number of permanent employee transfers, and whether the permanent employee transfers are voluntary. *New Britain Transportation Co.*, supra.

Here, the record does not establish that a significant portion of the Transitions' and Adena Hills' work force works between the facilities which the Employer contends must be in the unit. In this regard, I note that the record evidence is sparse regarding specifics. Where specifics were discussed, the record does not demonstrate the elements necessary to show effective and meaningful interchange. Manager of Day Services Carrie Tennant described "respite activities" the Employer engages in, which are social events organized for clients to allow them to get out of the facilities for a time. One example she provided were bowling events organized between Adena Hills and Transitions. However, while Tennant noted that the Wetzel County Facility had the option to join these events, Wetzel County Facility had not done so recently. On-site Manager for Wetzel County Facility Theresa Haynes herself testified that she had never done a respite activity with any employee other than an employee from the Wetzel County Facility. Neither Tennant nor Haynes was aware of any employee from any of the Adena Hills, Transitions, or Wetzel County Facility facilities contacting an employee from any other facility for work related purposes, and Tennant was not aware of any need for an employee from one facility to contact an employee from another facility. Technician Day Treatment 1 Dylan Parsons testified that he has never interacted with other technician day treatment staff at any facility aside from Wetzel County Facility, where he works. He was further unaware of staff from another facility assisting at Wetzel County Facility, and unaware of any Wetzel County Facility staff assisting at another facility at the Employer.

As discussed above, there are occasional instances where an employee may be assigned to help at a facility different from their assigned facility due to short-notice staffing issues. However, this is done only at the request of the short-staffed facility's on-site manager, once that manager determines they are unable to staff their location with their current staffing compliment. Both Tennant and Haynes only recalled this happening a handful of times. The only other likewise infrequent instances, apart from the two discussed below, where an employee was transferred was done at the transferring-employees' request.

There were two instances in the past several years where employees from one facility were temporarily transferred longer-term to another facility. One instance occurred when certain staff of Transitions were transferred to Adena Hills for four or five months while staffing levels were addressed for the Adena Hills facility. During this temporary reassignment, the Adena Hills on-site manager oversaw the Transitions staff assisting at Adena Hills. Once Adena Hills staffing levels were addressed, the Transitions staff were returned to the Transitions facility and were

once again overseen by the Transitions managers. The second instance occurred when the water was shut off at Adena Hills. There, the Adena Hills staff, including the Adena Hills on-site manager, were transferred to Transitions until the water was addressed. During that temporary assignment, the Adena Hills on-site manager continued to oversee the Adena Hills staff then-located at Transitions. Adena Hills staff was returned to the Adena Hills facility once the water issue was resolved.

Of note, the only instances of even temporary interchange between facilities occurred between the two facilities not in the petitioned-for unit, with no overlap between or among the petitioned-for unit. To the extent these temporary reassignments in any way inform the question of interchange between and among the Adena Hills and Transitions facilities, they do not provide any evidence that the petitioned-for Wetzel County Facility was involved in interchange at all. Further, even if these instances were to inform the question of whether Wetzel County Facility was or could be involved in such an employee interchange, the evidence is not sufficient to meet the legal standard necessary to establish meaningful interchange. Both instances occurred only in unique circumstances, and during the transition of Adena Hills staff to Transitions, the Adena Hills managers continued to oversee the Adena Hills staff.

I find that the record evidence does not support a conclusion that a significant portion of the work force works between the facilities which the Employer contends must be in the unit such that inclusion of the Adena Hills and Transitions facilities are required to be in the unit.

4. Distance between Locations

While significant geographic distance between locations is normally a factor in favor of a single-facility unit, it is less of a factor when there is evidence of regular interchange between the locations, and when there is evidence of centralized control over daily operations and labor relations with little or no local autonomy, particularly when employees at the facilities otherwise share skills duties, and other terms and conditions of employment, as well as are in contact with one another. *Trane*, supra at 868.

As stated above, the facilities in dispute in this matter are as follows:

- Transitions is approximately 12.7 miles from Adena Hills
- Adena Hills is approximately 28.6 miles from Wetzel County Facility
- Wetzel County Facility is approximately 38.7 miles from Transitions.

In view of my conclusions regarding the first three factors, I conclude that the distance between locations further supports my conclusion that the petitioned-for unit is an appropriate single facility unit, and that Adena Hills and Transitions need not be included in the unit. In particular, the distance between Transitions and Adena Hills (neither of which are in the petitioned-for unit) is less than half the distance between Adena Hills and Wetzel County, and less than a third of the distance between Wetzel County and Transitions. That is to say, Wetzel County Facility is the furthest facility from either of the other two locations by either measurement.

5. Bargaining History

The absence of bargaining history is a neutral factor in the analysis of whether a single unit facility is appropriate. *Trane*, supra at 868, fn. 4. Thus, the fact that there is no bargaining history in this matter does not support nor does it negate the appropriateness of the unit sought by Petitioner.

American Steel Construction, Inc. Analysis

Finally, I apply the analysis set forth in *American Steel Construction, Inc.* Consistent with my conclusion when applying the traditional Board test for multi-location unit issues, I conclude that the unit sought by Petitioner is appropriate.

The employees at the Employer's Wetzel County Facility constitute a readily identifiable group who share a community of interest as contended by Petitioner, and the Employer has not demonstrated that the employees at the Employer's Adena Hills and Transitions facilities share an overwhelming community of interest with those employees. I reach this conclusion because the record evidence shows that all non-supervisory and non-managerial staff in the petitioned-for unit at Wetzel County Facility perform the same job functions, are subject to identical workplace rules and policies, work primarily and nearly-exclusively at the same physical location, and work under the same level of autonomous oversight from the Wetzel County Facility managers. Further, facility managers at Adena Hills and Transitions have no oversight or impact on the Wetzel County Facility staff, and likewise the Wetzel County Facility managers have no oversight or impact on Adena Hills or Transitions. There is little if any contact between the Wetzel County Facility staff and the staff of either Adena Hills or Transitions. The evidence demonstrates that the employees in the petitioned-for unit share a community of interest with each other, and do not share an overwhelming community of interest with the employees of any other facility at the Employer.

CONCLUSION

In determining that the single-facility unit sought by Petitioner is appropriate, I have carefully considered the record evidence and weighed the various factors that bear on the determination of whether a single-facility unit is appropriate. In particular, I rely on: the local autonomy of Wetzel County Facility in the areas of assigning work, responsibly directing employees, and adjusting grievances; the effective recommendation of Wetzel County Facility managerial staff in the areas of hiring, discipline, and discharge, and; the lack of sufficient integration into the work and lack of interchange between the Wetzel County Facility staff and the staff of other facilities at the Employer. Therefore, based upon the entire record in this matter and in accordance with the discussion above, I find and conclude as follows:

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

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. 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:

Included: All full-time and regular part-time habilitation specialists, including Technician Day Treatment 1 employees, employed at 307 North Main Street, New Martinsville, WV 26155, the Employer's Wetzel County Facility.

Excluded: All office clerical employees, confidential employees, managerial employees, professional employees, guards, and supervisors as defined by the Act.

6. Technician Day Treatment 2 employees will be permitted to vote in the election subject to challenge pursuant to the stipulation of the parties.

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 Northwood Workers Union.

A. Election Details

The election will be held on Thursday, January 16, 2025, from 7:30 a.m. to 9:00 a.m. and 4:00 p.m. to 5:00 p.m. in the Kitchen at the Employer's Wetzel County facility located at 307 Main St., New Martinsville, WV 26155.

¹ The Employer, Northwood Health Systems, Inc., a West Virginia corporation with a headquarters in Wheeling, West Virginia and facilities located throughout the state of West Virginia, including Moundsville, WV and New Martinsville, WV is engaged in providing community behavioral health services. During the last calendar year, a representative period, the Employer derived gross revenues in excess of \$100,000 and purchased and received goods valued in excess of \$50,000 from points outside the state of West Virginia.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending December 28, 2024, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike 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. 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, 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(1) 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, 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 **January 6, 2025**. The list must be accompanied by a certificate of service showing service on all parties. The region will no longer serve the voter list. **A separate list should be provided for those voting subject to challenge.**

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 that will issue separately and subsequent to the issuance of 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: January 2, 2025

/s/Tara Yoest

TARA YOEST
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 06
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111