

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
SUBREGION 24**

**AIRPORT AVIATION SERVICES, INC.**

**Employer**

**and**

**Case 12-RC-329965**

**UNION INDEPENDIENTE DE TRABAJADORES  
DEL AEROPUERTO**

**Petitioner**

**DECISION AND DIRECTION OF ELECTION**

The petition in this matter was filed by Union Independiente de Trabajadores del Aeropuerto (the Petitioner) on November 14, 2023, under Section 9(c) of the National Labor Relations Act, as amended (the NLRA or the Act). The Petitioner seeks to represent a bargaining unit of all full-time and part-time service and security agents, cleaners, and group leaders utilities employed by Airport Aviation Services, Inc. (the Employer) at Aeropuerto Internacional Luis Munoz Marin in Carolina, Puerto Rico; excluding all other employees, guards and supervisors as defined in the Act.<sup>1</sup>

A hearing was held on December 5, 2023, before a hearing officer of the National Labor Relations Board (the NLRB or the Board). The only issue to be decided is whether the Board has jurisdiction over the Employer, as the Petitioner contends, or the Employer is subject to the jurisdiction of the National Mediation Board (the NMB) pursuant to the Railway Labor Act (RLA) and the petition should be dismissed, as the Employer contends. The parties filed timely post-hearing briefs, which I have carefully considered.

Following a request and recommendation from the undersigned Regional Director, the NLRB submitted this case to the NMB for determination on whether the Employer's operations were subject to the RLA. On November 8, 2024, the NMB issued an advisory opinion stating its view that the Employer's airport operations in *Swissport Cargo Services, LP*, Case No. 22-RC-292717, were not subject to the RLA. *Swissport Cargo Services, LP*, 52 NMB 25 (2024). On December 10, 2024, the NLRB issued its decision in *Swissport Cargo Services, LP*, 373 NLRB No. 144, finding that the NLRB had jurisdiction, considering the NMB's advisory opinion. For Accordingly, the NLRB withdrew its submission for an advisory opinion from the NMB in the present case, *Airport Aviation Service, Inc.*, and returned the case to the undersigned for further appropriate action.

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<sup>1</sup> The parties stipulated that the petitioned-for unit is an appropriate unit.

As explained below, based on the record, the briefs, and relevant NMB and Board law, I conclude that the Employer's operations involved in this case are not subject to the RLA and are subject to the NLRB's jurisdiction under the NLRA, and I direct an election in the petitioned-for unit.

## **I. FACTS**

### **A. Overview of the Employer's operations at the Airport**

The Employer is not an air carrier engaged in interstate or foreign commerce. It provides wheelchair terminal services, food cart inspections, and cleaning services to Delta Air Lines, Inc. (Delta) and Iberia at the Aeropuerto Internacional Luis Munoz Marin (the Airport) in Carolina, Puerto Rico. Delta and Iberia are air carriers.

The Employer's employees in the service and security agent (SSA) job classification perform wheelchair and food cart inspection services. The Employer is a company that is part of the conglomerate of Management Group Investors, (MGI). The wheelchair services consist of helping passengers with mobility impairment or a disability move through the airport. For departing flights this includes assisting passengers from the terminal entrance to the gate where the flight is departing, including going through the security checkpoint. For arriving flights this includes assisting passengers from the aircraft on an arriving flight to the baggage claim area, and to the terminal entrance, or vehicle pick-up location. The Employer provides cleaning services in the Delta area of the Airport, including the ticket counter, gates, and administrative offices. The security service consists of searching all food carts before they are transported to the airplanes to make sure nothing other than food is in the carts.

### **B. The Employer's service contract with Delta Air Lines, Inc.**

The Employer entered into a contract with Delta Air Lines, Inc. (Delta) on January 1, 2016, which continues in effect until canceled by Delta for services.<sup>2</sup> The contract calls for the Employer to provide Delta with "some or all of the services described" including ramp handling specifications, cargo handling specifications, mail handling specifications, cabin cleaning specifications, GSE maintenance specifications, document verification services specifications, skycap services specifications, janitorial services specifications, security services specifications, passenger assistance services specifications, sky club services specifications, passenger service ("above-wing") specifications, deicing specifications, representation, administration and supervision specifications and commissary specifications. However, as noted above, the record evidence establishes that the Employer only currently provides wheelchair, food cart inspection, and cleaning services to Delta.<sup>3</sup>

The contract requires the Employer to provide sufficient and proper staffing levels to meet the hours of operations and service requirements specified by Delta. The Employer's supervisors are responsible for providing training, oversight of operations, employee conduct,

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<sup>2</sup> The record does not address the contractual relationship between the Employer and Iberia. The evidence adduced at the hearing primarily relates to the Employer's relationship with Delta.

<sup>3</sup> In the past, the Employer also provided Delta with cabin search inspection services required by the Transportation Security Administration, but at the time of the hearing those services were no longer provided.

employee performance, shift coordination, and on-site recurrent training as required. The Employer must be available for Delta arrivals and departures at the airport. All personnel used by the Employer are considered employees of the Employer, and the Employer is fully responsible for all acts and omissions of its employees. The Employer bears the sole responsibility for compensating its employees and agrees to use its best efforts to follow any instructions provided by Delta. The contract requires the Employer to maintain a supervisor located at the Delta facilities at the Airport and keep Delta management continuously advised of the location and telephone number at which the Employer's supervisor may be contacted so Delta is able to notify the Employer about emergencies, absences, accidents, and substandard work performance involving the Employer's workers.

The contract provides that employees of the Employer providing services to Delta must be professionally attired at the Employer's expense. Uniforms are to include the Employer's logo. Additionally, pursuant to the contract the Employer's employees are required to have the ability to communicate in English sufficiently to perform the services provided by the Employer.

The contract also requires the Employer to ensure that all employees receive all operational and safety training necessary for the safe, lawful, and competent performance of services to be provided, including any specialized training provided or required by Delta and any training required by applicable laws, rules, regulations, procedures, Security Directives, and Delta's Aircraft Operator Standard Security Program ("AOSSP"), as applicable. The contract further provides that the Employer is responsible for the training of new employees, dissemination of new procedures and revisions to standard practices, and participation in Delta's "Train the Trainer" activities. The contract states that the Employer must have a designated employee to be its training coordinator responsible for the training of employees and who will participate in the "Train the Trainer" activities. The Employer is also responsible for maintaining supporting documentation of trainings as required by laws, rules, and regulations. Delta retains the right to audit the training records to ensure compliance. The Employer is responsible for performing all employment and access investigations required as approved by the Transportation Security Administration (TSA), and to keep records of compliance with those investigations.

Further, the contract provides for the Employer to establish and maintain a drug and alcohol testing program for its employees as required by public agencies such as TSA, the Department of Transportation, Federal Aviation Administration, United States Postal Service, United States Customs Service, and the Airport Operator, or by Delta.

The Employer is also required to institute and maintain a compliance program to ensure that the services provided to Delta comply with applicable laws, regulations, and procedures. The contract establishes the minimum components that the compliance program must include. Delta may audit the Employer's compliance program.

### **C. Employer hiring, discipline, and personnel policies**

The Employer has an "Employee Policies and Procedures Manual" applicable to all of its employees in the petitioned-for unit. The manual contains policies regarding equal employment opportunity and affirmative action, rules of conduct, progressive discipline, sexual harassment

and hostile work environment, use of radios, beepers, cell phones, television, computers, internet and email, drug use and abuse detection, drug rehabilitation program, appropriate dress and appearance, family medical leave, maternity leave, and bereavement leave, among others.

The Employer directly hires employees through its human resources office and seeks candidates who have a basic knowledge of English, even if they cannot engage in a complete conversation. Applicants seeking employment by the Employer are first interviewed by the Employer's human resources personnel concerning benefits. Then applicants are interviewed about the operation requirements of the job by a supervisor of the Employer. Delta does not participate in the Employer's hiring process. Applicants are subject to pre-hire drug testing. Once hired, employees are subject to drug and alcohol testing in post-accident situations or where there is a reasonable suspicion that the employee is under the influence of alcohol or drugs. The Employer's policies state that it may also establish a procedure for random drug testing.

When Delta complains about the performance of an employee, the Employer removes the employee from providing direct service to Delta and relocates the employee to another area of service but does not terminate the employee unless the Employer deems that necessary after it investigates the employee's performance. According to the Employer's Director of Operations, Delta does not participate in the investigation and the Employer does not share the details of the investigation with Delta. The Employer does not share its personnel records with Delta.

#### **D. Hours of work and scheduling of employees**

The Employer work shift assignments for its employees, based on Delta's flight schedules and operational hours. Delta approves the overall staffing levels to be provided to it by the Employer based on seasonal changes in traffic levels which occur from two to four times per year. Staffing levels are reduced during low seasons and increased during high seasons. Employer officials and Delta officials communicate about the volume of work expected for a specific season. Delta provides its flight schedule to the Employer and the Employer proposes its staffing level to Delta for approval. For example, the record shows that on December 17, 2019, Delta approved the Employer's plan to hire four additional employees to be used during high season; on May 28, 2021, Delta approved the Employer's suggested increase of 20 personnel hours per day to provide additional wheelchair assistance in anticipation of an expected increase in passengers during the upcoming months; during October 2023, Employer and Delta officials met to discuss staffing needs and flight schedules for the upcoming holiday season.

#### **E. Wheelchair services**

The "passenger assistance services" are described in the Employer's contract with Delta as follows:

- (i) Transportation of customers in wheelchairs or electric carts between or within the main terminal and concourses, inclusive of all lobby, curbside, wheelchair staging points, food courts, rest rooms and baggage claim areas.

(ii) Transfer of customers to/from the wheelchair and aircraft seat with the aid of an aisle chair and provision of assistance in boarding, deplaning and transfers of customers between gates.

(iii) Provision of assistance to customers requesting special services, i.e., unaccompanied minors; disable customers, including visually impaired customers with or without service animals and hearing-impaired customers; senior citizens, women traveling with small children, and non-English speaking customers.

(iv) Transportation of customers traveling without visas (TWOVs) in wheelchairs or electric chairs through U.S customs or Immigration and into the main terminal for release or further processing to other Delta or Delta codeshare flights.

Additionally, the contract provides that before interacting with the public, employees must complete training regarding the requirements of 14 CFR Part 382, "Nondiscrimination on the Basis of Disability in Air Travel," and Delta's disability procedures, including the proper and safe operation of equipment used to accommodate individuals with a disability. It is the Employer's responsibility to ensure that employees understand the specific requirements of 14 CFR Part 382 and adhere to policies and procedures relating to the handling of disabled passengers, with emphasis on wheelchair transportation safety training, recurrent training, and internal communications with employees to disseminate new or pertinent information.

The Employer must maintain a quality assurance program, with a self-audit program to monitor performance and take appropriate disciplinary action when warranted, to ensure compliance with 14 CFR Part 382. The contract also provides for the parties to hold quarterly review meetings to evaluate the performance of the Employer's services.

The contract requires the Employer to maintain a system to track wheelchair services provided with information including the passenger's name, flight number, travel date, type of service, and time the passenger was met and delivered, and to make the information available to Delta as requested. The Employer is also required to provide certain data regarding wheelchair services to Delta's local station leader no later than the third business day of each month for the prior month services rendered.

## **F. Inspection of food cart services**

### **1. Provisions regarding inspection services in the Employer's contract with Delta**

The Employer must furnish enough trained and qualified employees, including supervisory personnel, to perform "airport catering monitoring, inspection and verification services." This includes "monitoring and/or search and inspection of catering cart and/or meal tray carriers at the food preparation location and escort of catering supplies/carts and/or tray carriers to aircraft, and/or seal of each assembled monitored/inspected cart at the catering facility, with subsequent inspection of seals upon delivery to aircraft."

## **2. Day-to-day inspection services**

According to Juan Arnaldo Gonzalez, the Employer's Assistant Operations Director, the Employer inspects food carts for any illicit objects, hazardous materials or any other material that does not belong there. This service is provided to Delta and Iberia.

The Employer's service and security agents (SSAs) inspect the carts at the location where the food is prepared by a company named Sky Caterer. The SSAs inspect the contents of the food carts tray by tray, compartment by compartment, using a flashlight or a mirror. Once the inspection is completed, the SSA places an unbreakable seal on the cart and the carts are then loaded in a truck. An unbreakable seal is also placed on the truck. The SSA accompanies the truck driver to the ramp area where the carts are loaded into the airplane cabin. The truck driver is an employee of Sky Caterer. The SSA oversees the complete procedure until the carts are loaded. The SSA fills out a Delta form for the seal verification on the truck that transports the catering carts, including information such as the hour of service, flight time, the number on the seal, driver name and employee ID. The form is handed to a Delta ground security coordinator, who confirms that the seal is intact and completes relevant information on the same form.

The SSAs receive audiovisual and on the job training about food cart inspection services from the Employer's training coordinator. The training program is based on Delta's Aircraft Operator Standard Security Program. The Employer sought and obtained Delta's approval of its "catering security training" program in November 2019.

## **G. Cleaning services**

### **1. Contractual provisions regarding cleaning services in the Employer's contract with Delta**

Under the contract, the Employer is to provide janitorial services to Delta at the ticket counter area, ticket counter offices, administration offices, operations office and break room areas, air cargo area, and restrooms. These services include vacuuming, wipe cleaning counters, spot cleaning metal surfaces, emptying trash receptacles, dusting, sweeping, and mopping, among others. The contract specifies the frequency of each of the cleaning services to be provided in the designated areas, whether daily, weekly, or monthly.

### **2. Day-to-day cleaning services**

According to Employer Director of Operations Linda Matienzo, cleaners are responsible for making sure the Delta counters, gate area, and offices are clean, and the trash is removed. According to Matienzo, a group leader and two cleaners provide this service. These employees generally do not need instructions because their duties are routine and they know how to perform them. In addition to performing cleaning tasks, the group leader orders cleaning supplies and verifies that all areas comply with cleaning standards. The group leader also takes care of any special cleaning requests communicated directly to him by Delta officials.



## II. ANALYSIS

In *Swissport Cargo Services, LP*, Case 22-RC-292717, the Regional Director applied the NMB's longstanding two-part test for determining whether an employer, which is not itself a rail or air carrier, is subject to the RLA, considering (1) whether the work the employer performs is traditionally performed by carrier employees, and (2) whether the employer is directly or indirectly owned or controlled by, or under common control with, a carrier or carriers. The parties in *Swissport* stipulated to the first part of the test. In applying the second part of the test, i.e. the six-factor carrier control analysis, the Regional Director found that carriers did not have sufficient control over Swissport's operations for Swissport to be subject to RLA jurisdiction. Therefore, the Regional Director concluded that Swissport's operations were subject to the jurisdiction of the NLRB under the NLRA and directed an election. Swissport filed a request for review with the Board, and the Board referred the jurisdictional issue to the NMB for an advisory opinion. The NMB issued an advisory opinion stating its view that the operations of Swissport at Newark Liberty International Airport (EWR) are not subject to the RLA. *Swissport Cargo Services, LP*, 52 NMB 25 (November 8, 2024). Then, in *Swissport Cargo Services, LP*, 373 NLRB No. 144 (December 10, 2024), the NLRB explained that the NMB had discarded the two-part test applied by the Regional Director with respect to contractors of air carriers, and that after reviewing the text and legislative history of the RLA, the NMB had concluded that the two-part test for contractors to air carriers was not contemplated within the text of the RLA, as follows:

The definition of air carrier is clear; the Act covers every common carrier by air engaged in interstate or foreign commerce. Applying that definition to the facts in the instant case, the Board finds that Swissport, a company that is not a common carrier by air and that is connected to air transportation only through its contract for services with United, is not a carrier within the meaning of Section 201 [of the RLA]. Therefore, the NMB's opinion is that Swissport's operations and its employees at EWR are not subject to the RLA.

52 NMB at 38. The NLRB reviewed the NMB's advisory opinion and gave it the substantial deference the NLRB ordinarily accords to NMB opinions, citing *DHL Worldwide Express*, 340 NLRB 1034, 1034 (2003). The NLRB considered the record in light of the NMB's opinion and found that Swissport is not a common carrier by air, and consistent with the NMB's opinion, it is not subject to the RLA. Accordingly, the NLRB found that Swissport is an employer engaged in commerce within the meaning of the NLRA and that it will effectuate the purposes of the NLRA to assert jurisdiction. 373 NLRB No. 144.

In an unpublished decision issued by the Board in *Jetstream Ground Services, Inc.*, Case 10-RC-304155, on December 11, 2024, a day after its *Swissport* decision, the Board deferred to the NMB's December 3, 2024, advisory opinion reported at 52 NMB 63, concerning Jetstream's operations at Charlotte Douglas International Airport (CLT), in which the NMB found that because Jetstream is not a common carrier by air and its only connection to air transportation is through its contract for services to an airline, there is no RLA jurisdiction over Jetstream. Accordingly, the Board found that Jetstream is engaged in commerce within the meaning of the Act, and that it will effectuate the purposes of the Act to assert jurisdiction.

In addition, in *PrimeFlight Aviation Services, Inc.*, NMB Case No. R-7647, the NMB issued Findings Upon Investigation – Dismissal, reported at 52 NMB No. 15 (December 11, 2024), holding that the employer in that case is not subject to RLA jurisdiction, and noting that because the employer’s connection to air transportation was only through its contracts for services with various air carriers, the employer was not a common air carrier by air within the meaning of RLA Section 201, 45 U.S.C. § 181.

As in the aforementioned cases, the Employer is not a common carrier by air and is connected to air transportation only through its contracts to provide services to Delta and Iberia. Based on the NMB’s abandonment of the two-part jurisdictional test concerning contractors providing services to common carriers by air in *Swissport Cargo Services, LP*, 52 NMB 25 (2024), and the Board’s deferral to that determination in *Swissport Cargo Services, LP*, 373 NLRB No. 144 (December 10, 2024), I find that the Employer is not subject to the RLA.

I further find that the Employer is an employer within the meaning of Section 2(3) of the Act, and the Employer is engaged in commerce within the meaning of Section 2(6), and (7) of the Act.<sup>4</sup> Accordingly, I am directing an election in this case.

### III. CONCLUSIONS

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

1. The rulings of the Hearing Officer at the hearing are free from prejudicial error and are hereby affirmed.
2. I find that the Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.
3. The parties stipulated, and I find, that 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. The parties stipulated, and I find that there is no collective-bargaining agreement covering any of the employees in the unit sought in the Petition herein and there is no contract bar to this proceeding.
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.

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<sup>4</sup> The parties stipulated, and I find, that the Employer is a Puerto Rico corporation with a main office at 226 Avenida Jose A. Tony Santana, Carolina, Puerto Rico, 00983 and places of business at Aeropuerto Internacional Luis Munoz Marin in Carolina, Puerto Rico, and is engaged in providing wheelchair terminal services and cleaning services at the Airport to Delta, and during the past 12-month period, the Employer provided services valued in excess of \$50,000 to Delta, a firm located outside the Commonwealth of Puerto Rico.



6. I find that the following employees of the Employer constitute a unit appropriate for the purpose of collecting bargaining within the meaning of Section 9(b) of the Act:

All full-time and part-time service and security agents, cleaners, and group leaders utilities employed by Airport Aviation Services, Inc. (the Employer) at Aeropuerto Internacional Luis Munoz Marin in Carolina, Puerto Rico; excluding all other employees, guards and supervisors as defined in the Act

#### **IV. DIRECTION OF ELECTION**

##### **A. Election Details**

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employee will vote whether or not they wish to be represented for purposes of collective bargaining by Union Independiente de Trabajadores de Aeropuerto.

A manual election will be conducted at the Aeropuerto Internacional Luis Munoz Marin, Conference Airport shop located at Airport Rd, Carolina, Puerto Rico 00979, on April 1, 2025, from 8:00 a.m. to 10:30 a.m., 3:00 p.m. to 5:30 p.m., and 9:00 p.m. to 10:00 p.m. The ballots will be comingled and counted immediately after the Board agent closes the polling period.

As the parties requested, the ballots and Notice of Election shall be printed in Spanish.

##### **B. Voting Eligibility**

Eligible to vote are those in the unit who were employed during the payroll period ending February 28, 2025, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending 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. 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 quite 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, 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 **March 11, 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.**

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](http://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](http://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, which will be provided separately at a later date, 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.

## **VI. 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.nlrb.gov](http://www.nlrb.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: March 7, 2025.

A handwritten signature in blue ink that reads "David Cohen".

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David Cohen, Regional Director  
National Labor Relations Board, Region 12  
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