

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 14**

BRILLIANT CORPORATION

Employer

and

Case 14-RC-365103

**LOCAL 778, INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS AFL-CIO**

Petitioner

DECISION AND DIRECTION OF ELECTION

Brilliant Corporation (Employer) is a state of Virginia corporation that provides case preparation and records services for immigration cases pursuant to a contract with the United States Citizenship and Immigration Service (USCIS) performed by employees at the Federal government facilities located at 850 NW Chipman Rd., Suite 5000, Lee's Summit, Missouri 64002 (Lee's Summit Facility) and at a combined facility located in 2 buildings at 7600 B. W. 119th St., Overland Park, Kansas 66213 and 7720 W. 119th St., Overland Park, Kansas 66213 (together, the Overland Park Facility). On May 7, 2025, Local 778, International Association of Machinists and Aerospace Workers, AFL-CIO (Petitioner) filed a petition under Section 9(c) of the National Labor Relations Act (Act) seeking to represent employees at the Lee's Summit Facility. On May 19, 2025, the Union filed a First Amended Petition.¹ In the Amended Petition, which removes reference to the Truck Driver classification, the petitioned-for unit seeks all full-time and regular part-time General Clerks, Data Entry Operators, Shippers/Packers and Auditors who are employed by the Employer at the Lee's Summit Facility, excluding all other employees, temporary employees, guards and supervisors as defined by the Act. The Employer's position is that the three employees with the job title of "truck driver" should also be included in the unit and that the only appropriate unit would include both the Lee's Summit and Overland Park Facilities. The parties have agreed that employees with the job title of "truck driver" will vote subject to challenge.

The issue presented in this case is whether the petitioned-for unit, limited to employees at the Employer's Lee's Summit Facility, is an appropriate unit for bargaining, or whether the unit also must include employees at the Employer's Overland Park Facility.

A Hearing Officer of the Board held a hearing in this matter on May 22 and 23, 2025, and the parties orally argued their respective positions prior to the close of the hearing. As explained below, based on the record and relevant Board law, I find that the petitioned-for, single-facility unit is presumptively appropriate, and that the Employer has failed to meet the heavy burden to overcome this presumption. Therefore, I order an election to be held in the petitioned-for unit.

¹ The Region is taking Administrative Notice of the Union's First Amended Petition filed on May 19, 2025.

I. RECORD EVIDENCE

a. The Employer's Operations

The Employer is led by Chief Executive Officer Sukumar Iyer whose office is located in Reston, Virginia. CEO Iyer has seven direct reports: Vice President of Health Delivery Antonina Shtilkind; Vice President of Digital Business Services – NBC & NRC² (VP) Jerry Boer (Boer); Vice President of Client Executive-Civilian & Commercial Keith Giacomo; Chief Digital Officer Richard Jacik; Sr. Director of Contracts Operations Jenniver Vowels; Controller Carole Troia (Troia); and, Vice President of Business Development Greg Cioffi. Troia testified at hearing that she reports directly to the CEO and her office is located in Reston, Virginia. VP Boer testified that he works out of the Lee's Summit Facility and is the Vice President of Digital Business Service in the Kansas City Metro area and also the Program Manager on the NBC/ROC Contract. Of the eight employees reporting directly to Controller Troia, Sr. Human Resources Manager Tom Doak is located in the Lee's Summit Facility.

On August 15, 2022, the Employer began providing services to the USCIS under the National Benefits Center (NBC)/Record Operations Contract (ROC) (collectively, NBC/ROC Contract) to provide case preparation and records services for immigration cases for the USCIS. The NBC adjudicates benefits for legal immigrants. The terms of the NBC/ROC Contract are contained in a document called the "Solicitation/Contract/Order For Commercial Items" but essentially the Employer is a full-spectrum digital transformation company working within the Federal Government in the sectors of health, national security, and civilian services. ER Exhibit 4.

The NBC/ROC Contract covers eleven Contract Line Item Numbers (CLIN) and thirty-five main tasks, which fall under the CLINs. As an example, the CLIN "Correspondence Management" covers six separate tasks, including incoming files, incoming mail, outgoing files, and outgoing mail. The Employer is responsible for the tasks under the CLINs.

The NBC/ROC Contract covers the Employer's operations at the Lee's Summit Facility and the Overland Park Facility. There are approximately 752 employees in the petitioned-for unit (Lee's Summit Facility), and 1,069 employees in the unit proposed by the Employer (Lee's Summit Facility and Overland Park Facility). Originally, the NBC was housed only in Lee's Summit, Missouri and was administered by prior contractors. According to Subject Matter Expert Frank Kose (Kose), in 2013, the NBC outgrew the Lee's Summit Facility and needed to add a second location. The NBC added the Overland Park Facility, which was already owned by the General Services Administration (GSA).

With regard to the CLINs, twenty-three out of the thirty-five main tasks are completed at both the Lee's Summit Facility and the Overland Park Facility. Approximately five tasks are performed solely at the Overland Park Facility and approximately five tasks are performed solely

² NRC stands for National Records Center, which is a separate facility located Lee's Summit, Missouri. The Employer has employees who are working at the NRC under a contract separate from the NBC/ROC Contract.

at the Lee's Summit Facility. USCIS makes the decisions about which tasks will be performed at which facility and decides if a facility should close due to weather or a power outage.

VP Boer testified regarding the organization with regard to those who report to him for the NBC and NRC, with him serving as the highest-ranking official for the Kansas City Metro Area. Reporting to him for the NRC (not involved in the instant proceedings) are: Operations Manager David Tarwater, FSO Amanda Jones, and Team Lead-Security Specialist-AFSO Steffon Smith. Reporting to him for the NBC are: Sr. Technical Subject Matter Expert Frank Kose, Program Analytics Manager Hans Nielsen, PMO Coordinator Madeline Kuczynski, and Deputy Program Manager Kisha Lovejoy. Project Manager/DEM Michael Robinson reports directly to Lovejoy.

b. Control over Daily Operations, Labor Relations, and Local Autonomy

1. Daily Operations

Deputy Program Manager Kisha Lovejoy (Lovejoy) works at the Overland Park Facility and reports directly to VP Boer. Deputy Program Manager Lovejoy oversees the NBC/ROC Contract management at both the Lee's Summit and Overland Park Facilities and has the authority to speak on behalf of VP Boer when he is absent.

DEM/Project Manager (PM) Michael Robinson (Robinson) works at the Lee's Summit Facility and reports directly to Deputy Program Manager Lovejoy. PM Robinson is responsible for operations at both the Lee's Summit Facility and the Overland Park Facility, specifically production and quality, though he visits the Overland Park Facility infrequently. PM Robinson supervises all six Project Line Managers (PLMs). There are approximately 45 supervisors who directly supervise the bargaining unit employees and report directly to the PLMs at their location. There are approximately 14 supervisors at the Overland Park Facility and the remainder are at the Lee's Summit Facility. PLMs are located at both facilities, though the record does not reveal the number at each location. PM Robinson's role is to work with the PLMs on workload changes, day-to-day operations, new process modifications, and any quality issues that might arise. PM Robinson determines if additional headcount is needed and at which facility newly hired employees will be placed. PM Robinson can shift work between the Lee's Summit Facility and the Overland Park Facility, with USCIS approval. For example, if immigration law changes, work can be shifted between facilities due to the resulting Standard Operating Procedures (SOPs) modifications. PM Robinson is also involved in quality control and has weekly meetings with PLMs from both facilities to go over errors received from USCIS, analyze the errors, and determine how to proceed.

2. Labor Relations

Activities relating to the hiring of employees, performing background checks for new hires, and answering questions regarding various human resources matters is administered by three separate divisions: Human Resources, (HR), Talent Acquisition (TA), and Security.

Senior HR Manager Meghan Misiag (Misiag) works in Reston, Virginia and reports to Controller Troia. Senior HR Manager Tom Doak also reports to Controller Troia and primarily

works out of the Lee's Summit Facility. Senior HR Manager Doak has two direct reports: HR Generalists Delores Buffa (Buffa) and Sabrina Muller (Muller). Senior HR Manager Doak's responsibilities are local to the NBC/ROC Contract and he responds to questions coming from NBC/ROC Contract employees. Senior HR Manager Doak spends one day per week at the Overland Park Facility. HR Generalist Buffa works out of the Lee's Summit Facility and HR Generalist Muller works out of the Overland Park Facility. HR Generalists Buffa and Muller answer questions from employees at both facilities. The Lee's Summit Facility and the Overland Park Facility have the same onboarding procedures for new employees and new employees are told to direct their questions to a company-wide corporate HR email address. HR Generalist Muller presents the benefits orientations to new employees concurrently at both the Lee's Summit Facility and the Overland Park Facility via a Teams Meeting.

Talent Acquisition (TA) is the division that recruits staff for all Employer contracts. TA is led by TA Director Trina Nicholson (Nicholson) who works in Reston, Virginia. For external candidates, TA recruits at the corporate-level and uses postings on job boards, job fairs, and other types of recruiting activities to hire employees. Once individuals are recruited, TA is involved in setting up interviews, contacting security for background checks, and issuing offer letters. TA provides the operations team (Robinson and the PLMs) with the list of cleared candidates and their location availabilities. The operations team then places the candidates for interview based on the needs of the specific location and the availability of the candidates to work at a specific location. Supervisors lead the initial interviews at the local level and recommend whether or not a candidate should move to the next round, although TA is not required to follow a supervisor's recommendation.

Employees at the Lee's Summit and Overland Park Facilities must undergo a thorough security check. Operations Manager David Tarwater (Tarwater) reports to VP Boer and works at the National Record Center in Lee's Summit, Missouri (separate from the Lee's Summit Facility). FSO Amanda Jones (Jones) and Team Lead, Security Specialist-AFSO Steffon Smith (Smith) work for Manager Tarwater and work in Lee's Summit at the Employer's field security office (separate from the Lee's Summit Facility). FSO Jones and Team Lead Smith initiate background checks for all candidates, including those that apply for jobs at the Lee's Summit Facility and the Overland Park Facility.

If a job is vacated and an internal posting is required, the open job's supervisor will reach out to the PLM who in turn reaches out to PM Robinson. PM Robinson will approve the opening and create a job posting on NBC Broadcast, an internal communication tool to which all employees have access through a URL and password. Employees at both facilities can bid on the open position. Supervisors and PLM's review the candidates and begin an interview process; ultimately, Supervisors and PLMs have the final decision on who will fill the internal job opening.

Payroll Specialist Cedelia Orridge (Orridge) reports directly to Controller Troia and is located in Reston, Virginia. The corporate payroll department is responsible for processing payroll for all employees across the corporation, including those at the Lee's Summit Facility and the Overland Park Facility. Employees at the Lee's Summit Facility and the Overland Park Facility use the corporate-wide timekeeping system (Unanet) to input their work hours. If employees at

the Lee's Summit Facility and the Overland Park Facility have payroll questions, they are directed to send an email to a company-wide email address.

The Employer follows a Performance Feedback Form (PFF) process, which includes progressive discipline. The discipline progression is verbal warning, written warning, final written warning, suspension, and then termination. Immediate supervisors can issue some forms of lower-level discipline without first going to HR. Attendance discipline is automatically triggered, and the employee's immediate supervisor issues the attendance verbal warning to their direct reports. Supervisors can issue discipline to their direct reports for first conduct matters without first involving HR. Verbal warnings and written warnings are usually administered by just the supervisor and the PLM. Decisions regarding termination and suspension of employees are made by HR at the corporate level. If an immediate supervisor at either the Lee's Summit Facility or the Overland Park Facility identifies employee conduct that might lead to suspension or termination, the supervisor drafts appropriate documents and recommends suspension and/or termination to HR. HR then investigates and makes the final determination about suspension and/or termination.

If an employee needs a leave of absence for medical reasons, the employee brings the request to HR, not the immediate supervisor. HR then investigates whether the leave will be covered by the Family and Medical Leave Act (FMLA). Similarly, if an employee requests some type of reasonable accommodation, HR works with operations and the Contracting Office Representative (COR)³ to determine the appropriate reasonable accommodation.

c. Employee Skills, Functions, and Working Conditions

Under the NBC/ROC Contract, employees at the Lee's Summit Facility and the Overland Park Facility are paid the same wages and benefits, in accordance with the Service Contract Act (SCA). Employees receive the same amount of vacation time and sick leave and receive the same federal holidays off. Employees falling within the same job descriptions (*i.e.*, employee classifications in the proposed bargaining unit) at the Lee's Summit Facility and the Overland Park Facility have the same duties, responsibilities, qualifications and requirements.

Quality & Training Manager Jacob Heatherly (Heatherly) reports to PM Robinson and works out of the Lee's Summit Facility. The Quality & Training team is responsible for weekly orientation training for new hires, as well as process training for all the processes performed at the Employer and cross-training. The same orientation training is provided concurrently for new employees at the Lee's Summit Facility and the Overland Park Facility via a Teams Meeting. Regarding ongoing training, employee training depends on the task to which the employee is assigned, not the employee's location. For example, employees assigned to work on a specific task receive the same training, regardless of the facility to which they report.

Operational hours are the same at the Lee's Summit Facility and the Overland Park Facility and employees use PIV cards to access the Lee's Summit Facility and the Overland Park Facility. According to the Employer, employees' PIV cards provide access to both the Lee's Summit Facility and the Overland Park Facility. Employees at the Lee's Summit Facility and the Overland Park Facility follow the Employer's handbook and its policies.

³ The COR is a government employee that administers the NBC/ROC Contract.

d. Employee Interchange

The record is replete with examples of work transferring between the Lee's Summit Facility and the Overland Park Facility. Large volumes of physical and electronic files are moved between the Lee's Summit and Overland Park Facilities multiple times a day. For example, between May 2024 and May 2025, 3,412 files were transferred from the Lee's Summit Facility to the Overland Park Facility per internal requests and 31,092 files were transferred from the Overland Park Facility to the Lee's Summit Facility per internal requests.

However, employee interchange between the Lee's Summit Facility and the Overland Park Facility, for those who would fall in the bargaining unit, occurs to a much smaller degree. Typically, outside of higher-level supervisors, employees assigned to the Lee's Summit Facility always report to the Lee's Summit Facility and employees assigned to the Overland Park Facility always report to the Overland Park Facility. If PM Robinson and his operations team determine work needs be moved from the Lee's Summit Facility to the Overland Park Facility, the work will move to the Overland Park Facility and will be performed by Overland Park Facility employees.

That is not to say that employees do not transfer between the facilities – the Employer provided documentation that sixty-three individuals transferred between the Lee's Summit Facility and the Overland Park Facility between January 2023 and May 2025. However, the sixty-three individuals were transferred permanently. Some were promoted, some moved closer to another facility, and some went from part-time to full-time and that is where the new position was located, but none of the transfers were temporary.

e. Distance Between Locations

The Employer's Lee's Summit Facility is approximately 23 miles from the Overland Park Facility.

f. Bargaining History

No evidence presented indicates one way or another whether there is a history of collective bargaining at the petitioned-for location or any of the Employer's locations.

II. ANALYSIS

a. Legal Standard

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).

There is nothing in the Act requiring that the unit found appropriate be the only or most appropriate unit; the Act requires only that it be “an appropriate unit.” *Wheeling Island Gaming*, 355 NLRB 637, 637 n.2 (2010) (emphasis in original) (citing *Overnite Transp. Co.*, 322 NLRB 723 (1996)).

b. 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.

The Board has found that, despite centralization and similarity of employee skills, functions, and pay, a single-unit facility unit was appropriate where immediate supervisors issued oral warnings, granted leave requests, and participated in hiring and discharge decisions. *Rental Uniform Service, Inc.*, 330 NLRB 334, 335–336 (1999). The record here contains examples of immediate supervisors issuing verbal warnings and participating in hiring decisions. For example, although notice of the need for attendance discipline is triggered automatically, it is the local-level supervisors that issue the discipline for attendance to their direct reports via a verbal Performance Feedback Form (PFF). Local-level supervisors can also issue discipline for a first conduct matter without the involvement of HR. Regarding external hiring, local-level supervisors are the first step in the interview process when hiring new employees and either recommend or do not recommend that a person be hired by the TA team. Although rare, if a supervisor does not recommend a candidate, TA then does further investigation and contacts the candidate for clarification before determining whether to move forward with the candidate. For internal job postings, supervisors and PLMs interview candidates and make the final decision on which candidate will get the position.

The Employer has shown centralized control over certain aspects of its daily operations and labor relations. The record shows that employees at the Lee’s Summit Facility and the Overland Park Facility are all subject to the same HR policies, handbooks, wages and benefits, and training. Corporate HR is involved in higher level discipline, external hiring, and approving

FMLA. However, the record does not indicate who assigns work or how the Employer determines which employee gets specific assignments out of the queues. The record does not specify how performance reviews are done for employees or how employees are evaluated. The record is silent on who has the authority to approve vacation requests or short-term sick leave.

As cited above, evidence showing centralized control is not sufficient to overcome the conclusion that sufficient local autonomy exists to support a single local presumption. The record clearly indicates that the Employer relies on local control for things like internal job postings and issuing lower-level discipline under the progressive disciplinary progression. Even in the case of centralized control, such as external hiring and higher-level discipline, local supervisors are involved at the initial stages. Based upon the foregoing, the control over daily operations weighs heavily in favor of a single-facility unit.

2. Similarity of Skills, Functions, and Working Conditions

The similarity or dissimilarity of work, qualifications, working conditions, wages and benefits between 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 identical skills, functions, and working conditions. These employees perform substantially the same work,⁴ share the same qualifications, are subject to the same security screening, receive the same training, work under the same handbook, and receive the same wages and benefits.

The Employer argued that the potential effects of a labor disruption at the Lee’s Summit Facility demonstrated the facilities were functionally integrated; however, the Employer’s argument is not persuasive. USCIS, not the Employer, determines whether a facility closes. The record shows that one facility could close while the other remains open. For example, if the power⁵ went out at one facility but remained on at the other facility, it does not mean that both facilities close. The remaining open facility would still operate, albeit at a diminished capacity. It’s also important to note that the Lee’s Summit Facility and the Overland Park Facility each perform around five tasks that the other facility does not perform which are not interdependent.

The fact that the employees at the Lee’s Summit Facility and the Overland Park Facility perform the same tasks, use the same skills, perform the same functions, and share identical working conditions weighs in favor of a finding that a multi-facility unit is appropriate. *See Trane*,

⁴ As described above, the Overland Park Facility has approximately five tasks that are done solely at the Overland Park Facility and the Lee’s Summit Facility has approximately five tasks that are done solely at the Lee’s Summit Facility.

⁵ VP Boer testified that a power outage and an employee lockout would have the same impact.

339 NLRB 866 (2003); *Budget Rent A Car*; 337 NLRB 884 (2002). However, although the integration of two or more plants in substantial respects may weigh heavily in favor of the more comprehensive unit, it is not a conclusive factor, particularly when potent considerations support a single-plant unit. See *Dixie Belle Mills, Inc.*, 139 NLRB 629, 632 (1962); *J&L Plate*, 310 NLRB 429 (1993).

3. *The Degree of Employee Interchange*

Employee contact is considered interchange where a portion of the workforce of one facility is involved in the work of the other facility through temporary transfer or assignment of work. However, a significant portion of the workforce 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. The Board considers permanent transfers to be less indicative of multi-facility integration than temporary transfers or day-to-day interchange, and the Board gives "little weight to even substantial transfers ... from an existing location to a newly opened facility." See *Alamo Rent-A-Car*; 330 NLRB 897, 898, citing *Red Lobster*; 300 NLRB 908, 911 (1990) and *J.L. Hudson Co.*, 155 NLRB 1345, 1348 fn.9 (1965).

With respect to the degree of interchange, although frequent and regular interchange supports finding a community of interest, it is also well-established that infrequent, limited, and one-way interchange does not require finding a shared community of interest. For example, in *Starbucks Corp.*, the Board found that two percent of shifts at the petitioned-for store were worked by employees from other stores, and that this did not "establish that the petitioned-for employees regularly or frequently interchange with employees" in the employer's administrative district "and instead indicate that any interchange is limited and infrequent." 371 NLRB No. 71 (2022).

Here, the record does not establish that that a significant portion of the workforce works among or between the facilities which the Employer contends must be in the unit. Instead, the record shows that employees assigned to the Lee's Summit Facility report to the Lee's Summit Facility and employees assigned to the Overland Park Facility report to the Overland Park Facility. The Employer showed instances where employees permanently transferred between facilities because of promotions, requests to change shifts, or employees moving closer to the other facility. While the record evidence establishes that employees may be involved in permanent transfers

between facilities, little to no evidence was presented to establish that proposed bargaining unit employees temporarily transfer between facilities. Although employee PIV cards worked at both facilities, the Employer did not provide examples of employees who used the PIV cards at both facilities. To the contrary, the Union's witness was not aware that his PIV card could be used at both facilities.

The Employer provided ample examples of the work temporarily transferring between the Lee's Summit Facility and the Overland Park Facility; however, employees did not follow the transferred work. Instead, if operations determined a task should be moved from the Lee's Summit Facility to the Overland Park Facility, an Overland Park Facility employee would be assigned the former Lee's Summit Facility task; the Lee's Summit Facility employee would not move to the Overland Park Facility with the work.

Based on the foregoing, the dearth of regular temporary employee interchange weighs against finding a multi-site unit to be appropriate and I find that employee interchange weighs in favor of a single-unit facility.

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. While the Board has not provided a bright line rule regarding the distance between facilities, the Board has tended to find in favor of a multi-facility unit when the distance between them range from two to 12 miles, depending largely on what other factors are present. See, e.g., *Lipman's*, 227 NLRB 1436 fn. 7 (1977) (stores located only two miles apart appropriate single-facility units); *Red Lobster*, supra at 912 (stores with an average distance of 7 miles apart and all within a 22-mile radius appropriate single-facility units); *New Britain Transp. Co.*, supra at 398 ("[G]eographic separation [of 6 to 12 miles], while not determinative, gains significance where, as here, there are other persuasive factors supporting the single-facility unit").

As stated above, the facilities in dispute in this matter are approximately 23 miles from one another. In view of my conclusions regarding the first three factors, I conclude that the distance between locations further supports my conclusion that a single-facility unit is appropriate.

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.

III. 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 location-specific control over elements of employees' day-to-day operations and the irregular and infrequent interchange between proposed bargaining unit employees at the different facilities. Although the two facilities are located within 25 miles from one another, I do not find this distance to be determinative. Accordingly, I conclude that the Employer has failed to rebut the single-facility presumption and find that a single-facility unit limited to employees at the Lee's Summit Facility constitutes an appropriate bargaining unit.

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find 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.⁶
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 General Clerks, Data Entry Operators, Shippers/Packers, and Auditors who are employed by the Employer at its Lee's Summit Facility.

EXCLUDED: All temporary employees, managers, confidential employees, guards and supervisors as defined by the Act, and all other employees.

⁶ The parties stipulated at hearing that: The Employer, Brilliant Corporation, a Commonwealth of Virginia corporation, with offices and principal place of business located at 1893 Metro Center Drive; Suite 210, Reston, Virginia, provides case preparation and records services for immigration cases pursuant to a contract with the United States Citizenship and Immigration Service performed by employees at the Federal government facilities located at 850 NW Chipman Rd., Suite 5000, Lee's Summit, Missouri 64002 and at a combined facility located in two buildings at 7600 B W. 119th St., Overland Park, Kansas 66213 and 7720 W. 119th St., Overland Park, Kansas 66213 (together, the "Overland Park" Facility"). During the past 12 months, a representative period, the Employer has provided services valued in excess of \$1,000,000 to the federal government. Based on its operations, the Employer derives substantial amounts of revenue from Federal funds.

Others permitted to vote: The parties have agreed that employees in the job classifications of **Truck Driver** may vote in the election but subject to challenge since their eligibility has not been resolved. No decision has been made regarding whether the individuals in these classifications or groups are included in, or excluded from, the bargaining unit. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.

IV. 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 **Local 778, International Association of Machinists and Aerospace Workers, AFL-CIO**.

A. Election Details

A manual election will be conducted on **Monday, June 30, 2025** from 5:30 a.m. to 8:30 a.m. and 1:30 p.m. to 4:30 p.m. at the Employer's Lee's Summit Facility.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Saturday, May 31, 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 quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information

(including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **Monday, June 16, 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.

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

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

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

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

V. 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: June 12, 2025



ANDREA J. WILKES, REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 14
1222 SPRUCE ST, RM 8.302
SAINT LOUIS, MO 63103-2829