

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

**VESTAS-AMERICAN WIND TECHNOLOGY,
INC.**

Employer
and

Case 07-RC-359738

**UTILITY WORKERS UNION OF AMERICA,
AFL-CIO**

Petitioner

DECISION AND DIRECTION OF ELECTION

The Petitioner seeks to represent a unit of all full-time and regular part-time Wind Turbine Technician Is, Wind Turbine Technician IIs, and Wind Turbine Technician IIIs (individually referenced as “Wind Tech Is,” “Wind Tech IIs” and “Wind Tech IIIs,” and collectively referenced as “Wind Techs”) employed by the Employer at and out of its facility located at 711 E. Soper Rd., Bad Axe, Michigan (Bad Axe facility). There are approximately seven Wind Techs in the unit sought by Petitioner. The Employer contests the appropriateness of the petitioned-for unit on the grounds that the smallest appropriate unit must also include three Dispatchers and one Stock Keeper at the Bad Axe facility, totaling a wall-to-wall unit of approximately 11 employees in the Employer’s proposed unit.

On February 18 and 19, 2025,¹ a hearing officer of the Board conducted a hearing, during which the parties presented their positions and supporting evidence. Pursuant to Section 3(b) of the Act, the Board has delegated the authority to decide this matter to me. Having considered the evidence, the parties’ post-hearing briefs, and the entire record, I find that the petitioned-for unit is appropriate. Moreover, I do not find an overwhelming community of interest exists between the petitioned-for and excluded employees in Employer’s proposed unit. Accordingly, I have directed an election in the petitioned-for unit.

I. PROCEDURAL ISSUES

**A. Employer’s Motion to Disqualify Hearing Officer and Transfer Case,
Motion to Postpone, and Motion for Reconsideration**

On the second day of the hearing, the Employer e-filed with Region Seven its Motion to Disqualify Hearing Officer and Transfer Case, requesting that this matter be transferred to another Regional Office. I denied that motion as well as the Employer’s related motion made

¹ All dates are in 2025, unless stated otherwise.

orally at the hearing for an immediate postponement of the hearing to permit the Employer to appeal my ruling to the Board.²

In its motion to disqualify the hearing officer and transfer case, the Employer asserts that the Hearing Officer exhibited bias and prejudice toward the Employer during the hearing when she “interrupted [a witness] on several occasions, indicated this witness was not qualified to testify,... and insinuated the Employer should stop wasting time and to call another witness.” The Employer further asserts that during a break in the first day of the hearing, the Hearing Officer “had not muted her microphone and could be heard commenting on the Employer’s case, indicating her time was being wasted with this first witness, commenting on weaknesses in the presentation, the exhibits, the competency of counsel and stating the Employer had better call certain witnesses if it was going to sustain its burden.” The Employer argues that by such conduct the Hearing Officer “indicated an inability to remain impartial in the hearing,...evidencing her own conclusions prior to the completion of the Employer’s proofs” and “indicated a position in this case without even reviewing the record or allowing [the] Employer to fully complete the presentation of its evidence.”

Preelection representation case hearings are formal proceedings conducted in accordance with Section 102.63 et seq., of the Board’s Rules and Regulations. The purpose of the preelection hearing is to determine whether a question concerning representation exists in a unit of employees appropriate for purposes of collective bargaining and to direct an election, dismiss the petition, or make other disposition of the matter.³ Moreover, preelection representation proceedings are not adversarial, they are investigatory. *Fruehauf Corporation*, 274 NLRB 403, (1985).⁴ As such, the preelection hearing officer has an affirmative obligation under the Board’s Rules to develop a full and complete record regarding the issues that the regional director has determined will be litigated.⁵ To carry out this function, the Board’s Rules authorize the hearing officer to guide, direct and control the presentation of evidence; to call, examine and cross-

² Thereafter, on the same day, the Employer E-filed with Region Seven its Motion for Reconsideration of Regional Director’s Order Denying Motion to Disqualify and Transfer Case, seeking reconsideration of my denial of its initial motion to disqualify the hearing officer and transfer this case to another Region. The Employer also filed with the Board an Emergency Request for Review and Emergency Request for Extraordinary Relief, seeking a stay of these proceedings. To date, the Board has not ruled on the Employer’s request for review. The Motion and the Request for Emergency Relief were not offered into the record by the Employer. The Motion for Reconsideration requests that, “...the Regional Director reconsider her denial of Vestas’s Motion to Disqualify Hearing Officer and Transfer Case.” The Motion later states, “Vestas respectfully requests that the Hearing Officer grant Vestas’ Motion to Disqualify Hearing Officer and Transfer Case.” The transcript indicates that the Hearing Officer closed the record at 4:47 p.m. on February 19. The NLRB’s internal E-Filing system indicates that the Motion for Reconsideration was received at 5:21 p.m. on February 19, after the close of the record. While the motion is unclear as to whether the Employer intended for the Regional Director or the Hearing Officer to rule on the Motion, it was not properly before the Hearing Officer given that it was filed after the Hearing Officer closed the record.

³ See, Section 102.67(a).

⁴ Importantly, a hearing officer does not participate in any phase of the decisional process or make any recommendation regarding the regional director’s decision in a pre-election hearing. See, *Longshoremen ILWU (General Ore)*, 124 NLRB 626 (1959); *NLRB Casehandling Manual (Part Two)*, *Representation Proceedings*, Section 11185.

⁵ See, Sections 102.66(c) and 102.64(b).

examine witnesses; and to introduce documentary and other evidence.⁶ The hearing officer must also confine the receipt of evidence to relevant disputed issues and exclude irrelevant and cumulative material not pertinent to whether a question concerning representation exists.⁷ Pursuant to Section 102.66(i) of the Board's Rules, the Hearing Officer may submit an analysis of the record to the Regional Director but shall make no recommendations.

Upon careful examination of the record, I reaffirm my denial of the Employer's initial Motion to Disqualify Hearing Officer and Transfer Case because of alleged bias and prejudice. Initially, I note that the Employer does not allege that the record here is not full and complete. In this regard, there is no evidence that the Employer was denied the opportunity to introduce pertinent evidence at the hearing or was otherwise prejudiced in the presentation of its case. Further, there is no evidence that the Hearing Officer prejudged the case, made prejudicial rulings, or demonstrated bias against the Employer at any time during the hearing. As noted in the Employer's motions, following the first day of the hearing, with the Employer's first witness' testimony continuing into the next day, the Hearing Officer sent an email to the Employer's counsel stating, "I have spoken to the Regional Director and she has indicated that the record is insufficient without testimony from a technician, a dispatcher, and the stock keeper. We testimony (*sic*) from the employees that are actually involved. Please call them during the hearing tomorrow." In this regard, the Hearing Officer's conduct does not demonstrate evidence of her prejudgment, impartiality, or failure to provide procedural due process to the Employer, but rather, demonstrates her duty to ensure a complete record with regard to the community of interest and appropriate unit issues. See, *Angelus Chevrolet Co.*, 88 NLRB 929, 929, fn 1 (1950) (Board found no basis for the employer's request that the hearing officer be disqualified because of bias and prejudice. "As representation proceedings are investigatory rather than adversary, it is the hearing officer's function to produce a full presentation of factual material upon which the Board can decide the issues involved. The hearing officer's statement at the opening of the hearing made clear his neutral functions and responsibilities with respect to this case. The record does not disclose bias, prejudice, or incapability on his part. Nor does it disclose that any party was denied the opportunity to introduce pertinent evidence, or was otherwise prejudiced.") (other citations omitted). For these same reasons, I also deny the Employer's Motion for Reconsideration of Regional Director's Order Denying Motion to Disqualify and Transfer Case.⁸

B. Employer's Request for Sequestration

At the start of the hearing, the Hearing Officer denied the Employer's request to sequester the witnesses. I find that the Employer's reliance on *Unga Painting Corporation*, 237

⁶ See, Section 102.66(a).

⁷ See, Sections 102.64(a) and 102.66(a); *NLRB Casehandling Manual (Part Two)*, *Representation Proceedings*, Sections 11187–11188.

⁸ In denying the Employer's motions, I find that the Employer's reliance on Sections 102.36 and 102.128(a) of the Board's Rules and Regulations is misplaced. In this regard, Section 102.36 addresses grounds for disqualification of Administrative Law Judges (ALJs) in *adversarial* proceedings before ALJs and Section 102.128(a) addresses prohibiting ex parte communications with Board Agents "who review the record and prepare a draft of the [Regional Director's] decision." The Employer's reliance on a number of federal court cases as well as a New Jersey state court case in support of its arguments is also misplaced. These cases cited by the Employer involved *adversarial* proceedings conducted by administrative law judges presiding in forums outside of the Board's jurisdiction.

NLRB 1306, fn. 14 (1978), in support of its motion to sequester witnesses, is misplaced. See, *Fall River Savings Bank*, 246 NLRB 831 (1979) (Board denied employer's exception to hearing officer's denial of request to sequester witnesses, stating "...we note that a representation case, unlike an unfair labor practice case, is not an adversary proceeding and, therefore, the Board's reasoning and conclusions in *Unga Painting Corporation*, 237 NLRB 1306 (1978), do not apply.") As noted above, a representation case, unlike an unfair labor practice case, is non-adversarial. A pre-election hearing is investigatory in nature and credibility resolutions are not made. *Marina Manor for the Aged and Infirm, Inc.*, 333 NLR 1084, 1084 (2001). Additionally, the Employer has not shown that it was prejudiced by the Hearing Officer's ruling denying sequestration. *Weis Markets, Inc.*, 325 NLRB 871, 873 (1998) (other citations omitted). Based on the above, I affirm the Hearing Officer's denial of the Employer's request to sequester witnesses as a proper exercise of her discretion.

II. FACTS

A. The Employer's Operations

The Employer, a renewable energy company, manufactures, installs and maintains wind turbines. The Employer operates approximately 250 wind turbine locations in North America. The Employer's Michigan operations is part of its Northeast Region and is managed at the Bad Axe facility, which serves as the central hub facility for the service and maintenance of three wind farms – Harvest Wind I, Harvest Wind II, and Michigan Wind II.⁹ Each of these wind farms is approximately a 30-45 minute driving distance from the Bad Axe facility. The Bad Axe facility has been in existence since 2008. In 2016, the Employer opened its Deerfield facility located near Kinde, Michigan where it maintains and services its Deerfield I and Deerfield II wind farms consisting of about 100 wind turbines.¹⁰ In about 2017-2018, the Employer added its Apple Blossom satellite office and wind farm to the Deerfield facility.¹¹

Mark Van Diepenbeek, the Employer's Vice-President and Head of Service for the Northeast Region, oversees the Employer's Michigan operations. Per the Employer's organizational chart, Diepenbeek reports to Senior Vice President Matthew Coleman. Reporting to Van Diepenbeek is Senior Operations Manager Richard Young who is responsible for the Employer's operations in Michigan, Ontario and Eastern Canada. Reporting to Young are eight to 12 Site Managers across Michigan, Ontario and Eastern Canada. Levi Block is the Site Manager of the Bad Axe facility and John Herrin is the Site Manager of the Deerfield facility including its Apple Blossom satellite facility. Site Manager Block is responsible for hiring, discipline and termination matters for all employees at Bad Axe which include the seven petitioned-for Wind Techs, three Dispatchers and one Stock Keeper. All of the Bad Axe

⁹ The Employer has service contracts to maintain about 32 wind turbines located at the Harvest Wind I and Harvest Wind II sites, located near Pigeon, Michigan, and about 50 wind turbines at the Michigan Wind II site, located south of Bad Axe turbines.

¹⁰ The record indicates that prior to 2016, the Employer serviced the Deerfield sites from its Bad Axe facility. The record is clear that since 2016, the Deerfield sites are not supported by the Bad Axe facility.

¹¹ The record indicates without clarity that in about 2023, the Employer added a Meridian office and/or wind farm to its Michigan operations.

employees are subject to the same disciplinary and personnel policies and they record their time worked through the same payroll application.

All Bad Axe employees are required to participate in the Employer's orientation process at the time of hire, which largely consists of virtual video training. The content of the training modules for employees may vary based on their classification (Wind Tech vs. Dispatcher vs. Stock Keeper) and address mostly safety-related issues such as personal protective equipment (PPE), safe practices/drug free workplace, site specific information, emergency response plans, incident reporting, hazardous communications, extreme weather, environmental awareness, and vehicles and driving. All employees are also required to attend annual code of conduct training. At orientation, all employees receive a copy of the Employer's code of conduct, employee handbook, and health and safety manual. These policies and procedures apply to all of the Employer's employees nationwide.

With specific regard to newly hired Wind Tech Is at the Bad Axe facility, the Employer partners with another company, Sky Climber, for hiring and training in a nine-month on-the-job training program. While in this training program, these Wind Tech I trainees are directly supervised by Site Manager Block along with the other established Wind Techs.¹²

Each morning, the Employer transmits a "plan of the day" (POD) to all of the Bad Axe employees by email, informing them of work being performed that day. The POD email is also transmitted to the Employer's client that is subject to the work as well as the Employer's remote operations center which monitors approximately 80,000 wind turbines globally. All of the employees at the Bad Axe facility work the day shift, generally between the hours of 7:00 a.m. and 5:00 p.m. The petitioned-for Wind Techs generally work a variable schedule of up to 50 hours per week plus on-call time while the disputed employees generally work a set 40-hour per week schedule. All of the Bad Axe employees are paid on a bi-weekly basis and are eligible for the same health insurance and benefit plans.

B. Job Duties of the Petitioned-for Wind Techs

The Wind Techs work primarily away from the Bad Axe facility on wind turbines located at the Employer's Harvest I, Harvest II and Michigan II wind farms described above. The Wind Techs arrive at work around 7:00 a.m. and attend a daily 10-minute morning huddle meeting in a common area of the facility before they leave the Bad Axe facility. During these meetings, they discuss the day's planned work as well as any issues encountered the previous day. The Dispatchers occasionally attend the huddle meetings and the Stock Keeper, for the most part, does not attend. Following their morning huddle, the Wind Techs review the POD transmitted to them by the Employer, which has also been transmitted to the Dispatchers and Stock Keeper.

The Wind Techs receive their work orders with assigned worksites from a Dispatcher via the Employer's Salesforce software application. While there is some record evidence that all Bad Axe employees, including the Wind Techs, have access to and utilize the Salesforce

¹² Neither the Employer nor the Petitioner asserted at hearing or in their post-hearing briefs that Sky Climber was a joint employer with the Employer, nor did any party assert that Wind Tech Is are not appropriately included in any unit found appropriate based on the employment arrangement with or involvement of Sky Climber.

application in some way, it appears that the application is mostly used by the Dispatchers and Stock Keeper with the Stock Keeper using an enhanced version of the application. The Wind Techs then typically go to the warehouse to obtain the parts, materials and tools needed to complete their work orders. If the Stock Keeper is working onsite at the Bad Axe facility, she will assist the Wind Techs in the warehouse, otherwise they will gather their supplies on their own. The Wind Techs then load their Employer-provided trucks and drive to their assigned jobsite for the duration of the workday and return to the Bad Axe facility at their end of their shift.

At the jobsite, the Wind Techs generally work in crews of two, three or four. When they arrive to the jobsite, the Wind Techs go to the base of the tower and review their paperwork (work order, job safety analysis and other forms provided by the Employer). Then, one Wind Tech climbs up the wind turbine, or, takes a lift if the turbine has one. The Wind Tech on the tower lowers a materials hoist to the Wind Techs at the base of the tower and they load the hoist with materials and tools and send the hoist back up. If a Wind Tech is working alone, they climb down from the tower to load the hoist. Once the supplies are at the top of the tower, the Wind Tech begins the work of servicing the wind turbine. In performing this work, the Wind Techs are required to work in confined spaces and at high tower elevations of up to 125 meters, often with inclement weather conditions. On-call Wind Techs are required to remotely check the turbines for faults and service them at the jobsite as needed during the weekend.

The Wind Tech Is earn \$20.05 to \$26.18 per hour; the Wind Tech IIs earn \$24.72 to \$33.71 per hour; and the Wind Tech IIIs earn \$30.60 to \$40.13 per hour. In addition, two Wind Techs are placed on-call during the weekends and earn a \$30 per day stipend; if called in, they earn a four-hour minimum at their hourly rate. Wind Techs typically work 50-hour work weeks, in addition to being on-call.

In addition to the training that all employees receive, described above, the Wind Tech Is receive training in basic fundamentals and safety measures regarding wind turbine operations provided by the Employer and Sky Climber. With Site Manager Block they are also required to undergo safety training and certification every two years approved by the Global Wind Organization (GWO).¹³ Newly hired Wind Techs who have already undergone training from GWO are eligible for a \$2,500 bonus. Additionally, the Wind Techs and Block are required to annually complete first aid and safety training, including harness placement and mock rescue training. To be promoted from Wind Tech I to II, a Wind Tech I must successfully complete the Employer's "task-based certification" apprentice-type program gaining an understanding of how individual components within the turbine system work. The candidates learn the principles of general maintenance and repair and must demonstrate the ability to diagnose and repair about 80 percent of wind turbine components. While Tech IIs are able to resolve approximately 80 percent of service issues related to the wind turbines at the jobsite, only a Wind Tech III possesses the knowledge and expertise to resolve the remaining 20 percent. To be promoted from Wind Tech II to III, a Wind Tech II must demonstrate the ability for advanced troubleshooting and software knowledge to diagnose wind turbine issues. Wind Tech IIIs also mentor and provide training (including task-based certification) to the Wind Tech Is and IIs. Wind Techs are required to wear specialized non-slip steel-toed boots, fire resistant shirt and pants, a hardhat, safety glasses,

¹³ The Employer is a voluntary member of GWO.

and gloves. Wind Techs are also subject to a 300-pound weight limit including their equipment.

C. Job Duties of the Dispatchers

Dispatchers have worked at the Bad Axe facility since 2022. Currently, there are three Dispatchers at Bad Axe – two of them previously worked as Wind Techs. One of the Bad Axe Dispatchers, Nicole Brotsky, performs dispatch duties primarily for the Bad Axe and Deerfield/Apple Blossom facilities – she works about one to two days per week at Bad Axe and the remainder at Deerfield. The two other Dispatchers at Bad Axe, Charles Bragg and Benjamin Priest, perform duties for locations outside of Michigan.¹⁴ Priest primarily performs dispatch for the New York state area and serves as a backup for Brotsky as needed. In 2023, Priest filled in for Brotsky for an extended period of time when she was on maternity leave while at the same time continuing his dispatch duties for New York. Bragg dispatches throughout the Midwest, including Employer locations in Nebraska, Iowa and Kansas; he does not have any interaction with the Wind Techs at Bad Axe.

The Employer's Dispatchers nationwide report remotely to Dispatch Manager Cody Callahan. The record does not reference Callahan's work location. The three Dispatchers at Bad Axe also report remotely to Planning Supervisor Matthew Conrad who conducts their performance reviews. The record does not reference Conrad's work location. As noted, Site Manager Block is responsible for hiring, discipline and termination matters for all employees at Bad Axe including the Dispatchers. Dispatchers Priest and Bragg also report remotely to the Site Managers at the specific locations they support.

Based on oversight from their Site Manager, the Dispatchers typically assign work orders to Wind Techs via the Salesforce application. At the Bad Axe facility, Dispatcher Brotsky (or Priest, as her backup Dispatcher) verbally and electronically communicate with the petitioned-for Wind Techs, as well as Stock Keeper Jennifer Diebel, when she is at Bad Axe, about work orders and any changes to work orders. Changes in work orders typically occur when a Wind Tech discovers at the jobsite that additional equipment or parts are needed. In this case, the Site Manager or another Wind Tech will typically deliver required equipment/parts to the jobsite in question.

Dispatchers typically work a set schedule of 40 hours per week and earn about \$24.72 to \$33.71 per hour. They do not work any on-call hours. They do not wear Employer-provided uniforms like the Wind Techs. Rather, they wear professional work attire. The Dispatchers are not required to possess any certifications. In addition to the training that all employees receive, described above, the Dispatchers receive some training which is role-specific.

D. Job Duties of the Stock Keepers

The Stock Keeper position has existed at the Bad Axe location for approximately one year; for about three months prior to that, a Wind Tech III worked in a dual role as Tech III and Stock Keeper. Currently, one Stock Keeper, Jennifer Diebel, works at the Bad Axe and

¹⁴ No evidence was presented suggesting that the Wind Techs working out of Bad Axe have any interaction with those Wind Techs at the Deerfield and Apple Blossom locations.

Deerfield/Apple Blossom facilities. She works about one to two days per week at Bad Axe, in an office located in the warehouse, separate from the main facility, and the remaining days at Deerfield/Apple Blossom. At Bad Axe, she reports directly to Site Manager Block and at Deerfield/Apple Blossom, she reports directly to Site Manager Herrin. Block is responsible for conducting Dieble's Stock Keeper performance reviews.

The primary job duties of the Stock Keeper are to order, count and maintain warehouse inventory. When Dispatcher Dieble is at Bad Axe, she assists the Wind Techs in locating supplies in the warehouse needed for their job assignments. On occasion, the Wind Techs contact Dieble from their jobsite to alert her regarding additional parts required for a job. In this case, any additional equipment/parts are delivered to the jobsite by the Site Manager or another Wind Tech. The Stock Keeper does not work any on-call hours.

The Stock Keeper typically works a set schedule of 40 hours per week and earns about \$20.60 to \$28.74 per hour. While the record does not address what Stock Keeper Dieble typically wears to work, there is no record evidence that she is required to wear a uniform similar to the Wind Techs. The record also is devoid of evidence that the Stock Keeper is required to possess any certifications. In addition to the training that all employees receive, described above, the Stock Keeper, like the Dispatchers, receives some training which is role-specific.

III. ANALYSIS

A. Board Law

When examining the appropriateness of a unit, "the Board's task is not to determine the most appropriate unit, but simply to determine *an* appropriate unit." *Wheeling Island Gaming*, 355 NLRB 637, 637 fn.2 (2010) (emphasis in original) (citing *Overnite Transportation Company*, 322 NLRB 723 (1996) ("There is nothing in the statute which requires that the unit for bargaining be the only appropriate unit, or the ultimate unit, or the most appropriate unit; the Act only requires that the unit be 'appropriate.'")) (other citations omitted). "It is elementary that more than one unit may be appropriate among the employees of a particular enterprise," and the Board's decision "in a particular case 'involves a large measure of informed discretion.'" *Haag Drug Co., Inc.*, 169 NLRB 877, 877 (1968) (other citations omitted).

In *American Steel Construction, Inc.*, 372 NLRB No. 23 (2023), the Board reworked the framework applicable when a union seeks to represent a unit that contains a portion of the job classifications at a particular workplace, but the employer contends that only a larger unit is appropriate. In doing so, the Board overruled the standard articulated in *The Boeing Co.*, 368 NLRB No. 67 (2019) and *PCC Structural, Inc.*, 365 NLRB 1696 (2017) and reinstated the framework from *Specialty Healthcare & Rehabilitation Center of Mobile*, 357 NLRB 934 (2011), *enfd. sub nom. Kindred Nursing Centers East, LLC v. NLRB*, 727 F.3d 552 (6th Cir. 2013). As the Board wrote in *American Steel*, "[i]n each case, the Board will examine the petitioned-for unit to determine whether it is appropriate, including when the employer contends that the unit is not appropriate because it excludes certain classifications of employees. ... if the Board determines that the petitioned-for unit is *not* appropriate, then the

Board must determine the alternative configuration encompassing the petitioned-for classifications that constitutes the smallest appropriate unit.” 372 NLRB No. 23, slip op. at 3.

Thus, the Board will approve a petitioned-for “subdivision” of employee classifications where the petitioned-for unit: “(1) shares an internal community of interest, (2) is readily identifiable as a group based on job classifications, departments, functions, work locations, skills, or similar factors, and (3) is sufficiently distinct.” *Id.* at 13. Where a party contends the smallest appropriate unit must contain additional employees it challenges the third element, that the unit is not sufficiently distinct. *Ibid.* In this situation the Board will apply its traditional community-of-interest factors to determine whether there is an “overwhelming community of interest” between the petitioned-for and excluded employees. *Ibid.* The Board’s well-established community of interest test examines whether employees are:

organized into a separate department; have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap between classifications; are functionally integrated with the employer’s other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised. *United Operations, Inc.*, 338 NLRB 123, 123 (2002).

Particularly important in considering whether the unit sought is appropriate are the organization of the plant and the utilization of skills. *Gustave Fischer, Inc.*, 256 NLRB 1069, 1069 n.5 (1981). “If there are only minimal differences, from the perspective of collective bargaining, between the petitioned-for employees and a particular classification, then an overwhelming community of interest exists, and that classification must be included in the unit.” *American Steel*, 372 NLRB No. 23, slip op. at 13. With regard to organization of the plant, the Board has made clear that it will not approve of “fractured units”—that is, combinations of employees that are too narrow in scope or that have no rational basis. *Seaboard Marine, Ltd.*, 327 NLRB 556 (1999); *Odwalla, Inc.*, 357 NLRB 1608 (2011). However, “[a] unit is not fractured simply because a larger unit might also be appropriate, or even more appropriate.” *Macy’s Inc.*, 361 NLRB 12, 22 (2014) (citing *Specialty Healthcare*, 357 NLRB 934, 942 (2011)). The Board has found that while “a unit might be fractured if it is limited to the members of a classification working on a particular floor or shift,” an entire department or classification can be an appropriate unit. *Id.* at 23. All relevant factors must be weighed in determining the community of interest.

B. Application of Board Law

1. The Petitioned-For Employees Share an Internal Community of Interest

In *American Steel*, the Board held it will find a petitioned-for unit to be appropriate where the grouping of employee classifications is: (1) homogeneous; (2) identifiable; and (3) separate or sufficiently distinct. 372 NLRB No. 23, slip op. at 3. If a party contends, as here, that the petitioned-for unit is not sufficiently distinct – i.e., that the smallest appropriate unit contains additional employees – then the Board will apply its traditional community-of-interest factors to determine whether there is an “overwhelming community of interest” between the petitioned-for and excluded employees. *Id.* slip op. at 13. For the petitioned-for unit to be “homogeneous,” the

first consideration is whether the “petitioned-for employees share an internal community of interest that renders the unit suitable for collective bargaining.” *Id.* slip op. at 13 The Board will reject a proposed unit where “the petitioned-for employees represent a heterogeneous grouping of classifications with disparate interests.” *Ibid.*

Upon review, I conclude the petitioned-for unit of Wind Tech Is, Wind Tech IIs and Wind Tech IIIs share an internal community of interest as the Wind Tech classifications undisputedly are organized into a separate department from the Dispatcher and Stock Keeper classifications. Additionally, the Wind Techs’ training, skills, weight requirements and working conditions are separate and distinct from Dispatchers and Stock Keeper. Although the Wind Techs and excluded employees share the same Site Manager at the Bad Axe facility, these factors weigh heavily in favor of an internal community of interest among all levels of Wind Techs.¹⁵

Regarding the “sufficiently distinct” element, “the presence of *some* overlapping interests between the petitioned-for and excluded employees does not invalidate the petitioned-for unit.” *American Steel*, 372 NLRB No. 23, slip op. at 4. In my discussion below I find that interests of the petitioned-for and excluded employees are not so “overwhelming” as to mandate a wall-to-wall unit as proposed by Employer. Specifically regarding the “sufficiently distinct” element, I find that the petitioned-for unit herein is sufficiently distinct.

I conclude that the Employer has not demonstrated that the petitioned-for unit is “arbitrary or irrational.” *Id.*, slip op. at 4. In other words, even if the petitioned-for unit is not the *most* appropriate unit, I find it is at least *an* appropriate unit. However, because Employer proposes a wall-to-wall unit of all employees working in and out of its Bad Axe facility, below I will explain why the Board’s community of interest factors do not require a wall-to-wall unit in this matter.

2. *An Overwhelming Community of Interest does not Exist Between the Petitioned-For and Excluded Employees*

a. Departmental Organization and Supervision

An important consideration in any unit determination is whether the proposed unit conforms to an administrative function or grouping of an employer’s operation. *Buckhorn, Inc.*, 343 NLRB 201, 202 (2004), citing *American Cyanamid Company*, 131 NLRB 909 (1961); *United Operations*, 338 NLRB at 123. However, in certain circumstances the Board will approve a unit when it excludes other employees in the same administrative grouping. *Home Depot USA*, 331 NLRB 1289, 1289-1291 (2000). Specifically regarding the factor of supervision, most important is the identity of employees’ supervisors who have the authority to hire, fire or discipline employees (or effectively recommend those actions) or supervise the day-to-day work of employees, including rating performance, directing and assigning work, scheduling work and providing guidance on a day-to-day basis. *Executive Resources*

¹⁵ The Employer does not argue in its brief that the petitioned-for unit lacks an internal community of interest or that the petitioned-for employees are not readily identifiable as a group. In this regard, the record confirms that based on their shared “job classifications, departments, functions, work locations [and] skills,” the Wind Techs are a readily identifiable group. See *American Steel*, 372 NLRB No. 23, slip op. at 4.

Associates, Inc., 301 NLRB 400, 402 (1991); *NCR Corp.*, 236 NLRB 215, 215–216 (1978). While common supervision weighs in favor of placing the employees in dispute in one unit, the fact that two groups are commonly supervised does not mandate that they be included in the same unit, particularly where there is no evidence of interchange, contact or functional integration. *United Operations*, 338 NLRB at 125. Similarly, the fact that two groups of employees are separately supervised weighs in favor of finding against their inclusion in the same unit. See *Georgia-Pacific Corporation*, 156 NLRB 946, 949 (1966) (that a group of maintenance electricians is separately supervised weighs in favor of a separate unit). However, separate supervision does not mandate separate units. *Casino Aztar*, 349 NLRB 603, 607 fn. 11 (2007) (citing *Hotel Services Group, Inc.*, 328 NLRB 116, 117 (1999)); see also, *Texas-Empire Pipe Line Company*, 88 NLRB 631, 632 (1950) (“the Board has long held that a difference in supervision does not necessarily mandate excluding differently supervised employees.”)

Here, the petitioned-for and excluded employees are all part of the Employer’s service or field operations. Although they all have a reporting relationship to Service Manager Block at the Bad Axe facility and Block possesses authority to hire, discipline and discharge all employees working in and out of the Bad Axe facility, the record also reflects a high level of dual-reporting relationships throughout all levels of the Employer’s organization. In this regard, the three Dispatchers at Bad Axe also report separately and remotely to nationwide Dispatch Manager Callahan and Planning Supervisor Conrad. In addition, Dispatchers Priest and Bragg report directly to the Site Managers at the specific locations they support. When Dispatcher Dieble is working at the Employer’s Deerfield or Apple Blossom locations, she reports directly to the Site Manager Herrin for those locations. Further, the job descriptions for the petitioned-for Wind Techs, Dispatchers and Stock Keeper are differentiated by the Employer by their “Corporate Title,” with the Wind Techs designated as “Turbine Service Technicians,” the Dispatchers designated as “Administrative,” and the Stock Keeper designated as “Skilled Worker.” Given their notable separate and distinct day-to-day supervision and reporting structure and differentiated job classifications balanced against their shared department and commonality of supervision, I find that departmental organization weighs against finding an overwhelming community of interest between the petitioned-for unit and the excluded employees.

b. Skills, Duties, Job Functions and Training

This factor examines whether disputed employees can be distinguished from one another on the basis of job functions, duties or skills. *United Operations*, 338 NLRB at 123. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in one unit. Evidence that employees perform the same basic function or have the same duties, that there is a high degree of overlap in job functions or of performing one another’s work, or that disputed employees work together as a crew, support a finding of similarity of functions. Evidence that disputed employees have similar requirements to obtain employment; that they have similar job descriptions or licensure requirements; that they participate in the same Employer training programs; and/or that they use similar equipment supports a finding of similarity of skills. *Casino Aztar*, 349 NLRB at 604-606; *J.C. Penny Company, Inc.*, 328 NLRB 766, 766-767 (1999); *Brand Precision Services*, 313 NLRB 657, 657-658 (1994); *The Phoenician*, 308 NLRB 826, 827 (1992). Where there is also

evidence of similar terms and conditions of employment and some functional integration, evidence of similar skills and functions can lead to a conclusion that disputed employees must be in the same unit, despite lack of common supervision or evidence of interchange. See, *The Phoenician*, 308 NLRB at 827-828.

Here, there are stark differences in the job functions, duties and skills between Wind Techs and the Dispatchers and Stock Keeper. In this regard, unlike the other classifications, the Wind Techs travel to wind farm jobsites daily to perform service work on wind turbines. They wear fire-resistant uniforms and PPE, are required to lift heavy weights, climb wind turbine towers up to 125 meters high, and perform their work in confined spaces and often in inclement weather. In contrast, the Dispatchers and Stock Keeper work primarily sedentary inside jobs, performing their work for the most part within the Employer's Bad Axe facility. Unlike the Wind Techs, the Dispatchers and Stock Keeper regularly access and utilize the Salesforce application to complete their job duties, with the Stock Keeper using an enhanced version of the application. Additionally, the Wind Techs possess technician certification and are subject to mandatory GWO and other safety training, which is not required for other classifications. The Dispatchers and Stock Keeper are not required to possess any certifications and, except for the training that all employees receive at orientation, all of the employees receive some individualized training which is role-specific. The Wind Tech IIIs also provide mentoring and training to the lower level Wind Techs. This record evidence demonstrates that the Wind Techs possess specialized skills and training and skills separate and apart from the excluded employees. For these reasons, I find that this factor weighs heavily against finding an overwhelming community of interest between the petitioned-for and excluded employees.

c. Functional Integration

"Functional integration refers to when employees' work constitutes integral elements of an employer's production process or business." *IKEA Distribution Services, Inc.*, 370 NLRB No. 109, slip op. at 11 (2021). "Thus, for example, functional integration exists when employees in a unit sought by a union work on different phases of the same product or as a group provides a service." *Ibid.* "Evidence that employees work together on the same matters and perform similar functions is relevant when examining whether functional integration exists." *Ibid.* (other citations omitted). The Board recently stated that "functional integration exists only where employees must work together and depend on one another to accomplish their tasks." *WideOpenWest Illinois, LLC*, 371 NLRB No. 107, slip op. at 7 fn.16 (2022). The Board has previously found no functional integration where excluded employees did "not spend substantial portion of their time working alongside or in close proximity with other employees." *Home Depot*, 331 NLRB at 1291. "On the other hand, if functional integration does not result in contact among employees in the unit sought by a union, the existence of functional integration has less weight." *IKEA*, 370 NLRB No. 109, slip op. at 11.

Here, the petitioned-for Wind Techs exclusively service wind turbines. Bad Axe Dispatcher Brotsky electronically sends work orders and any changes to work orders to the Wind Techs. When onsite at Bad Axe, Stock Keeper Dieble assists Wind Tech in gathering their supplies. However, this interaction between the Wind Techs and excluded employees is brief

and ancillary to the Wind Techs' offsite work as the Wind Techs spend the vast majority of their workday in the field servicing wind turbines. The evidence adduced at the hearing clearly demonstrates that little to no functional integration exists between the Wind Techs and the excluded employees in large part because the Dispatchers and Stock Keeper spend little to no time working alongside or in close proximity with the Wind Techs. In this regard, the Stock Keeper works at the Bad Axe location about two days per week, leaving the Wind Techs responsible for gathering their own supplies a majority of the time. Further, two of the three Dispatchers at the Bad Axe facility do not normally support the petitioned-for Bad Axe Wind Techs, but rather, dispatch employees in other states. The record evidence more accurately supports a finding that the Dispatchers and the Stock Keeper are merely part of the same service process. See, *Home Depot*, 331 NLRB at 1291; see also, *WideOpenWest Illinois*, 371 NLRB No. 107 at fn 16 ("functional integration exists only where employees *must work together and depend on one another to accomplish their tasks.*") (emphasis added) (other citations omitted). I find that functional integration weighs against an overwhelming community of interest with the excluded employees.

d. Interchangeability and Frequency of Contact

"Interchangeability refers to temporary work assignments or transfers between two groups of employees." *IKEA*, 370 NLRB No. 109, slip op. at 11. "Frequent interchange 'may suggest blurred departmental lines and a truly fluid work force with roughly comparable skills.'" *Ibid.* (quoting *Hilton Hotel Corp.*, 287 NLRB 359, 360 (1987)). As a result, the Board has held that the frequency of employee interchange (amount of work-related contact among employees including whether they work beside one another) is a critical factor in determining whether employees who work in different groups share a community of interest sufficient to justify their inclusion in a single bargaining unit. *Executive Resource Associates*, 301 NLRB 400, 401 fn.10 (1991) (citing *Spring City Knitting Co. v. NLRB*, 647 F.2d 1011, 1015 (9th Cir. 1081)); *Casino Aztar*, 349 NLRB at 605-606. Still, "the Board has found that infrequent and limited interchange does not preclude a finding that the petitioned-for unit had a distinct community of interest." *DTG Operations, Inc.*, 357 NLRB 2122, 2128 (2011). Additionally, while not as important as temporary interchange, the Board also examines whether there are permanent transfers between the petitioned-for unit and the excluded employees. *Hilton Hotel*, 287 NLRB at 360.

Here, the record reveals zero instances of temporary interchange of employees at the Bad Axe facility. The record also reveals minimal contact among the employees limited in large part to seeing each other for a brief time in the morning at Bad Axe before the Wind Techs go offsite. Notably, the Stock Keeper's office at Bad Axe is located in the warehouse, separate from the main facility. Further, as noted, the Stock Keeper works at the Bad Axe location about two days per week, leaving the Wind Techs responsible for gathering their own supplies a majority of the time. Two of the three Dispatchers, Bragg and Priest, do not regularly dispatch for the Wind Techs in the petitioned-for Unit, with Priest only acting as a fill-in when Brotsky is not working. Finally, the record reveals minimal evidence of permanent transfers in that two Dispatchers, Bragg and Priest, previously worked as Wind Techs. Based on the entire record, I find contact and interchange weigh against an overwhelming community of interest with the excluded employees.

e. Terms and Conditions of Employment

Terms and conditions of employment include whether employees receive similar wage ranges and are paid in a similar fashion; whether employees have the same fringe benefits; and whether employees are subject to the same work rules, disciplinary policies and other terms of employment that might be described in an employee handbook. However, the fact that employees share common wage ranges and benefits or are subject to common work rules does not warrant a conclusion that a community of interest exists where employees are separately supervised, do not interchange and/or work in a physically separate area. *Overnite Transportation*, 322 NLRB 347, 347 (1996). Similarly, sharing a common personnel system for hiring, background checks and training, as well as the same package of benefits, does not warrant a conclusion that a community of interest exists where two classifications of employees have little else in common. *American Security Corporation*, 321 NLRB 1145, 1146 (1996).

Here, the record discloses that all employees must complete virtual e-learning modules upon hire, although the content of these modules may vary based on employee classification. All employees also are subject to the same code of conduct, employee handbook, and health and safety manual. All employees are paid hourly on a bi-weekly basis and enjoy the same benefits. Site Manager Block oversees the day-to-day operations at the Bad Axe facility and is responsible for disciplining all employees who report to the Bad Axe location. Despite these similarities, Wind Techs typically work 50-hour work weeks, in addition to being on-call during the weekends while the Dispatchers and Stock Keeper work set 40-hour per week schedules. Moreover, as discussed above, the Dispatchers and Stock Keeper do not interchange with the Wind Techs, work in a physically separate area from the Wind Techs performing completely different work with different limitations and restrictions, and have some separate supervision compared to the Wind Techs who are exclusively supervised by Site Manager Block. These are stark differences warranting a conclusion that an overwhelming community of interest does not exist. I find terms and conditions of employment weigh against an overwhelming community of interest with the excluded employees, or at best, are neutral.

3. *The Petitioned-for Unit is not Fractured.*

The Employer essentially bases its entire claim that the petitioned-for unit is inappropriate because it is “fractured” due to the “highly integrated nature” of its complex operations at the Bad Axe facility. The Employer relies on *Odwalla, Inc.*, 357 NLRB 1608 (2011) and *The Neiman Marcus Group, Inc.* 361 NLRB 50 (2011), in support of its arguments that the petitioned-for unit lacks any relationship to the “operational lines” drawn by the Employer and that the petitioned-for Wind Techs and the excluded Dispatchers and Stock Keeper share a strong operational community of interest in that the only appropriate unit must include all three classifications.

I find the Board’s decisions in *Odwalla* and *The Neiman Marcus Group* to be distinguishable. In *Odwalla*, the Board found that a unit of route sales representatives, relief drivers, warehouse associates, and cooler techs, excluding merchandisers, was a fractured unit. In so finding, the Board noted that the unit sought by the petitioner did not track any lines drawn by the employer, such as department or function, that it was not structured along lines of

supervision, and that it was not drawn in accordance with methods of compensation. In *Neiman Marcus*, the Board similarly found that sales associates in two different departments (salon and contemporary), despite sharing some community of interest factors, were improperly placed in the same unit because “[t]he boundaries of the petitioned-for unit do not resemble any administrative or operational lines drawn by the [e]mployer.” 357 NLRB at 52. Thus, in *Odwalla* and *Neiman Marcus*, the recommended units were contrary to the employer’s departmental function. In contrast, the petitioned-for unit here is drawn along lines created by the Employer in that it includes only employees with the Wind Tech title and within the Turbine Service Technician corporate designation contained in its job descriptions. Unlike the excluded merchandisers in *Odwalla*, who performed a function very similar to those of the included employees, as discussed above, the Employer’s Dispatchers and Stock Keeper perform vastly different functions than the Wind Techs.

CONCLUSION

In determining that the unit sought by Petitioner is appropriate, I have carefully weighed the community-of-interest factors cited in *United Operations*, *supra*, and pursuant to the Board’s decision in *American Steel*, *supra*. I conclude that the unit sought by Petitioner is appropriate because the record reveals that the Wind Techs Is, Wind Tech IIs and Wind Tech IIIs share an internal community of interest; the unit is readily identifiable as a group based on job classifications, skills, functions, work locations, and other similar factors; and the unit is sufficiently distinct. I do not find an overwhelming community of interest between the petitioned-for unit and excluded employees sought to be included by the Employer. The petitioned-for Wind Techs possess significantly different skills and job functions and distinct training regimens from the excluded employees; have no interchange and little functional integration with the excluded employees; and have some separate supervision. These significant differences outweigh the common terms and conditions that exist between the petitioned-for and excluded employees.

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

1. The rulings at the hearing are free from prejudicial error and are hereby affirmed.
2. The parties stipulated and 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.¹⁶
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. The Employer declines to recognize the Petitioner.

¹⁶ The parties stipulated that the Employer, a California corporation with an office and place of business located at 711 E. Soper Rd., Bad Axe, Michigan, is engaged in the business of sales and service of wind turbines. During the calendar year ending December 31, 2024, the Employer purchased and received goods and materials valued in excess of \$50,000 directly from points outside the State of Michigan.

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 parties stipulated and I find that there is no collective bargaining history between these parties in the bargaining unit identified herein and there is no contract bar in existence that would bar an election in this case.

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

Included: All full-time and regular part-time Wind Turbine Technician Is, Wind Turbine Technician IIs and Wind Turbine Technician IIIs employed by the Employer at and out of its facility located at 711 E. Soper Rd., Bad Axe, Michigan.

Excluded: Guards and supervisors as defined in the Act.

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 **UTILITY WORKERS UNION OF AMERICA, AFL-CIO**.

A. Election Details

The election will be held on **Thursday, July 31, 2025, from 3:00 p.m. to 4:00 p.m.** in the Employer's onsite conference room located at 711 E. Soper Rd., Bad Axe, Michigan.

Immediately upon conclusion of the election, all ballots cast will be comingled and counted and a tally of ballots prepared and immediately made available to the parties.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **July 6, 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, 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 **Thursday, July 17, 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

Notices of Election will soon be electronically transmitted to the parties, if feasible, or by overnight mail if not feasible. Section 102.67(k) of the Board's Rules and Regulations requires the Employer to timely post copies of the Board's official Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted. The Employer must also distribute the Notice of Election electronically to any employees in the unit with whom it customarily communicates electronically. In this case, the notices must be posted and distributed **before 12:01 a.m. on Monday, July 28, 2025**. Pursuant to Section 102.67(k), the

Employer's failure to timely post or distribute the election notices is grounds for setting aside the election if proper and timely objections are filed. However, a party is estopped from objecting to the nonposting or nondistribution of notices if it is responsible for the nonposting or nondistribution. If the Employer does not receive copies of the notice by July 22, 2025, it should notify the Regional Office immediately.

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, 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: July 15, 2025



Elizabeth Kerwin, Regional Director
National Labor Relations Board, Region 07
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226



United States of America
National Labor Relations Board
NOTICE OF ELECTION



PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by SECRET ballot under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the polling place. Violations of these rules should be reported immediately to an NLRB agent. Your attention is called to Section 12 of the National Labor Relations Act which provides: ANY PERSON WHO SHALL WILLFULLY RESIST, PREVENT, IMPEDE, OR INTERFERE WITH ANY MEMBER OF THE BOARD OR ANY OF ITS AGENTS OR AGENCIES IN THE PERFORMANCE OF DUTIES PURSUANT TO THIS ACT SHALL BE PUNISHED BY A FINE OF NOT MORE THAN \$5,000 OR BY IMPRISONMENT FOR NOT MORE THAN ONE YEAR, OR BOTH.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off, and also include employees in the military service of the United States who appear in person at the polls. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election are *not* eligible to vote.

SPECIAL ASSISTANCE: Any employee or other participant in this election who has a handicap or needs special assistance such as a sign language interpreter to participate in this election should notify an NLRB Office as soon as possible and request the necessary assistance.

PROCESS OF VOTING: Upon arrival at the voting place, voters should proceed to the Board agent and identify themselves by stating their name. The Board agent will hand a ballot to each eligible voter. Voters will enter the voting booth and mark their ballot in secret. **DO NOT SIGN YOUR BALLOT.** Fold the ballot before leaving the voting booth, then personally deposit it in a ballot box under the supervision of the Board agent and leave the polling area.

CHALLENGE OF VOTERS: If your eligibility to vote is challenged, you will be allowed to vote a challenged ballot. Although you may believe you are eligible to vote, the polling area is not the place to resolve the issue. Give the Board agent your name and any other information you are asked to provide. After you receive a ballot, go to the voting booth, mark your ballot and fold it so as to keep the mark secret. **DO NOT SIGN YOUR BALLOT.** Return to the Board agent who will ask you to place your ballot in a challenge envelope, seal the envelope, place it in the ballot box, and leave the polling area. Your eligibility will be resolved later, if necessary.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the voting place and at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

Included: All full-time and regular part-time Wind Turbine Technician Is, Wind Turbine Technician IIs and Wind Turbine Technician IIIs employed by the Employer at and out of its facility located at 711 E. Soper Rd., Bad Axe, Michigan, who were employed by the Employer during the payroll period ending July 6, 2025.

EMPLOYEES NOT ELIGIBLE TO VOTE:

Excluded: Guards and supervisors as defined in the Act.

DATE, TIME AND PLACE OF ELECTION

DATE: Thursday, July 31, 2025

HOURS: 3:00 PM to 4:00 PM

PLACE: in the Employer's onsite conference room located at 711 E. Soper Rd., Bad Axe, Michigan.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



UNITED STATES OF AMERICA
National Labor Relations Board

07-RC-359738



OFFICIAL SECRET BALLOT

For certain employees of
VESTAS-AMERICAN WIND TECHNOLOGY, INC.

Do you wish to be represented for purposes of collective bargaining by
UTILITY WORKERS UNION OF AMERICA, AFL-CIO?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

☐

NO

☐

**DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT
WOULD REVEAL YOUR IDENTITY. MARK AN "X" IN THE SQUARE OF YOUR
CHOICE ONLY.**

**If you make markings inside, or anywhere around, more than one square, return your ballot to the
Board Agent and ask for a new ballot. If you submit a ballot with markings inside, or anywhere
around, more than one square, your ballot will not be counted.**

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample
ballot have not been put there by the National Labor Relations Board.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law

Anyone with a question about the election may contact the NLRB Office at (313)226-3200 or visit the NLRB website www.nlr.gov for assistance.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
INSTRUCTIONS TO ELECTION OBSERVERS

The role of observers in an NLRB election is an important one. You are here to see that the election is conducted in a fair and impartial manner, so that each eligible voter has a fair and equal opportunity to express him or herself freely and in secret. As official representatives of the parties in this election, you should undertake your role with a fair and open mind. Conduct yourself so that no one can find fault with your actions during the election. The NLRB appreciates your assistance in this democratic process.

PRINCIPAL FUNCTIONS

- Monitor the election process.
- Help identify voters.
- Challenge voters and ballots.
- Assist Board Agent in the conduct of election.

DUTIES

- BE ON TIME: Observers should report one-half hour before the polls open.
- Identify voters.
- Check off the name of the person seeking to vote. One check before the voter's name is made by one party's observer. One check after the name is made by the other party's observer.
- See that only one voter occupies a booth at any one time.
- See that each voter deposits the ballot in the ballot box.
- See that each voter leaves the voting area immediately after depositing the ballot.
- Report any conflict regarding an individual's right to vote to the Board Agent at your table before the individual votes.
- Challenge of Voters: An observer has the right to challenge a voter for cause. A Board Agent may also question the eligibility of a voter. Any challenge must be made before the voter's ballot has been placed in the ballot box.
- Report any unusual activity to the Board Agent as soon as you notice it.
- Wear your observer badge at all times during the election.
- Remain in the voting place until all ballots are counted in order to check on the fairness of the count. If the ballots are not counted immediately after the polls close, you will be informed as to when and where the ballots will be counted.

DO NOT

- Keep any list of individuals who have or have not voted.
- Talk to any voter waiting in line to vote, except as instructed by the Board Agent. (Greeting voters as they approach to vote is acceptable.)
- Give any help to any voter. Only a Board Agent can assist the voter.
- Electioneer at any place during the hours of the election.
- Discuss or argue about the election.
- Leave the election area without the Board Agent's permission.
- Use any electronic device including cell phones, laptop computers, personal digital assistants (PDAs), mobile e-mail devices, wired or wireless data transmission and recording devices, etc. (Please turn off or disable these devices before entering the polling area).

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 07
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

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July 15, 2025

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300 N. Main Street, Suite 500
Greenville, SC 29601

David R. Radtke, General Counsel
Utility Workers Union of America, AFL-CIO
3950 West 11 Mile Road
Berkley, MI 48072

Re: Vestas American Technology, Inc
Case 07-RC-359738

Dear Mr. Stuble, Ms. Leonard and Mr. Radtke:

This letter will confirm the details of an election arranged in the above matter pursuant to the Regional Director's Decision and Direction of Election. It also provides information about posting the election notices.

Election Arrangements

The arrangements for the election in this matter are as follows:

DATE: Thursday, July 31, 2025
4:00 PM

HOURS: 3:00 PM to

PLACE: in the Employer's onsite conference room located at 711 E. Soper Rd., Bad Axe, Michigan

Election Observers: Each party may have an equal amount of observers for each polling session. The observers may be present at the polling place during the balloting and to assist the Board agent in counting the ballots after the polls have been closed. **Please complete the enclosed Designation of Observer form and return it to this office as soon as possible.**

Pre-election Conference: A pre-election conference for all parties will be held on Thursday, July 31, 2025 at 2:30 PM at in the Employer's onsite conference room. The parties are requested to have their election observers present at this conference so that the observers may receive instruction from the Board agent about their duties.

Election Equipment: The Board agent conducting the election will furnish the ballot box, ballots, and voting booths. The Employer is requested to provide, at the polling place, a table and a sufficient number of chairs for use by the Board agent and observers during the election.

To make it administratively possible to have election notices and ballots in a language other than English, please notify the Board agent immediately if that is necessary for this election. Also, if special accommodations are required for any voters, potential voters, or election participants to vote or reach the voting area, please tell the Board agent as soon as possible.

Posting and Distribution of Election Notices

Election notices will soon be mailed to the parties. Section 102.67(k) of the Board's Rules and Regulations requires the Employer to timely post copies of the Board's official Notice of Election in conspicuous places and must also distribute the Notice of Election electronically to any employees in the unit with whom it customarily communicates electronically. In this case, the notices must be posted **before 12:01 a.m. on July 27, 2025**. Pursuant to Section 102.67(k), the Employer's failure to timely post or distribute the election notices is grounds for setting aside the election if proper and timely objections are filed. However a party is estopped from objecting to the nonposting or nondistribution of notices if it is responsible for the nonposting or nondistribution. If the Employer does not receive copies of the notice by July 24, 2025, it should notify the Regional Office immediately.

Voter List

The Employer must provide the Regional Director and parties an alphabetized 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, **accompanied by a certificate of service** on all parties.

To be timely filed and served, the list must be *received* by the regional director and the parties by July 17, 2025. **The region will no longer serve the voter list.** The Employer's failure to file or serve the list within the specified time or in the proper format is 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 in the specified time or in the proper format if it is responsible for the failure.

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) and is searchable electronically. 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.

Pursuant to Section 102.5 of the Board's Rules and Regulations, the list must be filed electronically by submitting (E-Filing) it through the Agency's website (www.nlr.gov), unless the Employer provides a written statement explaining why electronic submission is not possible or feasible. The Employer must also electronically serve the list on the other parties. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. The burden of establishing the timely filing and receipt of the list is on the sending party.

If you have any questions, please feel free to contact Field Examiner Nikki N. Guess at telephone number (313)335-8040 or by email at . The cooperation of all parties is sincerely appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Elizabeth Kerwin". The signature is written in a cursive, flowing style with a large, sweeping loop at the end.

Elizabeth Kerwin
Regional Director

Enclosure: Designation of Observer Form

cc: Deirdre A Brill, National Organizing Director
Utility Workers Union of America, AFL-CIO
1300 L St NW, Suite 1200
Washington, DC 20005

Laura Beane, President
Vestas American Technology, Inc
1417 NW Everett Street
Portland, OR 97209

DESIGNATION OF OBSERVERS

Re: Vestas American Technology, Inc
Case 07-RC-359738

Vestas American Technology, Inc hereby designates the individuals listed below to act as its observers during the election in the above case.

Observer's Name	Observer's Job Title
1.	

I certify that each of the above-named individuals are employees of the Employer and are not a supervisor within the meaning of Section 2(11) of the Act.

Vestas American Technology, Inc

(Name of Party)

By:

(Signature)

(Representative Name: Print or Type)

(Representative Title)

(Date)

Note: Board law prohibits any statutory supervisor from serving as an election observer. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

DESIGNATION OF OBSERVERS

Re: Vestas American Technology, Inc
Case 07-RC-359738

Utility Workers Union of America, AFL-CIO hereby designates the individuals listed below to act as its observers during the election in the above case.

Observer's Name	Observer's Job Title
1.	

I certify that each of the above-named individuals are employees of the Employer and are not a supervisor within the meaning of Section 2(11) of the Act.

Utility Workers Union of America, AFL-CIO

(Name of Party)

By:

(Signature)

(Representative Name: Print or Type)

(Representative Title)

(Date)

Note: Board law prohibits any statutory supervisor from serving as an election observer. Section 2(11) of the National Labor Relations Act states: "The term 'supervisor' means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."