UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

NBC UNIVERSAL MEDIA LLC
Employer

Case 02-RC-364684

and

THE NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, THE BROADCASTING AND CABLE TELEVISION WORKERS SECTOR OF THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC (NABET-CWA)
Petitioner

DECISION AND DIRECTION OF ELECTION

NBC Universal Media LLC (Employer) is an entertainment and media company. On April 24, 2025[1], The National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO, CLC (NABET-CWA) ("the Petitioner") filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act, as amended ("the Act") seeking to represent a unit employees in the following bargaining unit (the petitioned-for unit):

> Included: All technical employees, including full-time staff, regular part-time, and freelance or daily hire employees working on MSNBC or NBC News Now productions in the New York Metropolitan Aea.
>
> Excluded: All other employees, including managers, floor directors, guard, and supervisors as defined by the Act.

The Employer asserts that an aspect of its Master Agreement with Petitioner covers some but not all of the employees the Petitioner seeks to represent in this proceeding and that proceeding to an election in the instant petition is contrary to the Board's contract bar policy, and Board policy generally. While the Employer did not expressly contest the appropriateness of the proposed unit, the parties stipulated only that any appropriate unit would include all full-time and regular part-time Staff Technicians and the statute requires that I determine is an appropriate bargaining unit. The other matter before me is whether to conduct a manual or mail ballot election. The Petitioner takes the position that a mail ballot election is appropriate, and the Employer seeks a manual election.

[1] All dates are 2025, unless otherwise indicated.

A Hearing Officer of the Board held a hearing on May 14. At the hearing, in addition to introducing testimonial and documentary evidence, the parties reached stipulations and made oral arguments on the record. The Petitioner and the Employer each filed post-hearing briefs.

On July 23, the Employer filed a motion to reopen the record pursuant to Section 102.65(a) and (e) of the Board's Rules and Regulations. The Employer seeks to reopen the record in order to introduce evidence showing that the Employer's parent company, Comcast, intends to spin off MSNBC and other cable networks into a new, independent company named Versant. In support of the motion, the Employer asserts that Comcast announced the name of Versant on or about May 6, 2025, and announced the location of its temporary Manhattan headquarters, which will be the new location of MSNBC's studio operations, on or about June 2. The Employer contends that after this restructuring, employees working for MSNBC, including technical employees, will be employed by Versant, while those working for NBC News Now will remain employed by the Employer. As a result, the Employer contends, a majority of prospective bargaining-unit members will no longer be employed by the Employer and will instead be employed by Versant.

By the motion, the Employer explains that "while internal discussions regarding operational changes were ongoing [at the time of the hearing], no definite decision had been made, and no concrete evidence existed to establish that the proposed changes were either imminent or definite."

On July 28, the Petitioner opposed the motion, arguing that the Employer seeks to introduce evidence that was not in existence at the time of the hearing and alternatively that the Employer did not move promptly to reopen the record after it finalized its plans the end of May 2025.

The Board's Rules and Regulations Section 102.65(e)(1) require that, "[a] motion ... to reopen the record shall specify briefly ... the additional evidence sought to be adduced, why it was not presented previously, and what result it would require if adduced and credited." Finally, the Rules state that "Only newly discovered evidence—evidence which has become available only since the close of the hearing —or evidence which the Regional Director or the Board believes should have been taken at the hearing will be taken at any further hearing." 29 C.F.R. § 102.65(e)(1).

A party seeking to introduce new evidence after the record of a representation proceeding has closed must establish that (1) the evidence existed but was unavailable to the party before the close of the proceeding; (2) the evidence would have changed the result of the proceeding; and (3) that it moved promptly upon discovery of the evidence. *NBC Universal Media, LLC*, 371 NLRB 72 (2022) (quoting *Manhattan Center Studios*, 357 NLRB 1677, 1679 (2011)) (denying motion to reopen the record to include evidence of changes to content producers' positions, given that such evidence was not in existence at the time of the original representation hearing). In *Puna Geothermal Venture*, the Board similarly held that evidence of changes in the composition of a bargaining unit which occurred after the representation hearing closed could not be admitted to the record. 362 NLRB 1087, 1087-88 fn.4 (2015) ("The Board determines the appropriateness of a bargaining unit based upon the conditions of employment as they exist at the time of the hearing. Thus, only evidence that existed at the time of the hearing may be offered as newly discovered.")

Applying the standard for reopening the record described above, the proffered evidence concerns facts of planned changes to the structure of the bargaining unit that arose after the hearing closed as, by the Employer's motion, the evidence at issue did not exist at the time of hearing. *Puna Geothermal Venture*, supra. Accordingly, I deny the motion to reopen the record.[2]

I have considered the evidence and the arguments presented by the parties and have concluded that there is no contract bar that should exclude daily hires from the proposed bargaining unit. I find that the petitioned-for unit is appropriate, and I direct a mail-ballot election.

I. Record Evidence

a. *The Collective-Bargaining History*

At the hearing, the parties stipulated certain facts concerning the Employer's operations and the parties' collective bargaining history. Additionally, Employer Senior Vice President of Labor Relations Indraneil Mukhopadhyay testified on behalf of the Employer regarding these subjects. The following factual recitation is based on the parties' stipulations received into the record, unless otherwise noted.

The Employer and Petitioner are parties to a collective bargaining agreement, referred to as the "Master Agreement" (Master Agreement).[3] The Master Agreement governs the terms and conditions of employment of employees in the continental United States, including those of technical staff and Daily Hire technical employees working at 30 Rockefeller Center in New York City. The Master Agreement encompasses several different contracts, including, as relevant here, contracts the Master Agreement terms the "A-Contract" and the "D-Contract."[4]

The A-Contract describes the bargaining unit covered by that article. Mukhopadhyay explained that the A-Contract, also called "the engineering agreement," covers employees who work in a variety of different technical classifications on programs that are live or live-to-tape on the Employer's broadcast network (NBC).[5]

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[2] I recognize that an employer may under certain circumstances lawfully implement changes post certification that affect the appropriateness of the unit and warrant vacating the certification. See, e.g., *Frito Lay,* Inc., 177 NLRB 820 (1969). However, the evidence of anticipated changes proffered here falls outside the compass of relevance under Section 102.65(e)(1).

[3] The current Master Agreement, in evidence, shows it is effective by its terms from April 1, 2018, through March 31, 2027.

[4] The Master Agreement includes General Articles, applicable to all covered employees

[5] Article A-I (Scope of Unit) of Individual Agreement A (Engineering Department) applies to all the technical employees of the in the Engineering department, including the classifications set forth in Article A-III (Classifications and Wage Scales). Article A-III states that the wage scales therein apply to both Staff Employees and Daily Hire Employees. While the article lists numerous position titles (e.g., Studio Engineers, Recording Engineers, etc.), Daily Hire is not listed as one such position title.

The D-Contract (New Business Agreement) does not describe a bargaining unit. Instead, by its terms, it provides for work assignments to individuals who are not already staff employees employed under another contract within the Master Agreement or to persons who have not worked under another contract in the thirty (30) days prior to being employed under the D-Contract. Mukhopadhyay explained that the D-Contract covers technical employees, including Daily Hire technical employees, who work in a variety of different technical classifications that support technical production at the Employer's cable television and other non-broadcast business units (i.e. cable and streaming), such as MSNBC and NBC Sports.

In or about 2007, the Employer closed its facilities in Secaucus, New Jersey, and transferred MSNBC operations from Secaucus to 30 Rockefeller Center in New York City. At about that time, the Employer and Petitioner entered into an agreement (the "2007 MSNBC Agreement") which provides that the Employer will assign Petitioner-represented Daily Hire technical employees to perform technical work on a non-staff basis for programs produced by MSNBC under the terms of the "A" or "D" Contracts of the Master Agreement, as applicable. The 2007 MSNBC Agreement, states at Paragraphs 1 and 2:

> 1. NABET-CWA agrees that it will make no claims to work performed in connection with material produced by or for MSNBC except in the event employees of MSNBC elect NABET-CWA as their bargaining agent in an election supervised by the NLRB or in the event that MSNBC produces full, regularly-scheduled programs that originally air on the NBC Television Network.
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> 2. Notwithstanding the foregoing, NBCU agrees that it will assign (i) NABET-CWA-represented engineers to cover EJ hard news stories in the field for MSNBC and (ii) NABET-CWA-represented daily hire employees to technical work performed on a non-staff basis in offices of the Company set forth in Section 11.4 for programs produced by MSNBC, consistent with the jurisdictional provisions of the NABET-NBCU Master Agreement, as if such work was under that Agreement. It is understood that employment under (ii) above may be under the terms of the "A" or the "D" Agreement and that employees will be advised under which Agreement they will be working.

The Employer did not recognize the Petitioner as the bargaining representative of full-time and part-time staff technicians employed by MSNBC (Staff Technicians).

Since the execution of the 2007 MSNBC Agreement, the Employer has applied the terms the terms of the "A" or "D" Contracts of the Master Agreement to Daily Hire technical employees who perform technical work for MSNBC at 30 Rockefeller Center. Petitioner, in turn, has represented Daily Hire technical employees who perform technical work for MSNBC and NBC News Now and filed grievances on their behalf under the Master Agreement's grievance and arbitration clause. Since 2007, Petitioner has collected dues from Daily Hire technical employees who solely or primarily perform work for MSNBC through dues check off authorizations.

After 2007, the parties negotiated the current successor "Master Agreement," including the D-Contract wage rates, benefits, and pay premiums and penalties for Daily Hires technical

employees. Daily Hire technical employees performing work for MSNBC and NBC News Now voted to ratify the successor agreements reached by the parties.

The 2007 MSNBC Agreement, in evidence, provides, at Paragraph 9, that it "shall remain in effect during the term of the Master or Engineering Agreement, whichever is of greater duration, and shall be subject to renewal pursuant to Sideletter 4 of the Master Agreement." During the negotiations for the successor Master Agreement, the parties agreed to the renewal of Side Letter 4 of the Master Agreement.[6]

The parties have stipulated that either party may cancel the 2007 MSNBC Agreement under Paragraph 8 of that agreement, which provides:

> NBCU may, at its option, cancel this Agreement at any time on no less than fifteen days written notice and, upon request of the Union, discussion between the parties within such fifteen-day period. NABET may, at its option, cancel this Agreement at any time on no less than sixty days written notice, and, upon request of the Company, discussion between the parties within such sixty-day period.

b. *The Petitioned-For Bargaining Unit*

The petitioned-for unit encompasses both full-time and regular part-time staff technicians employed by the Employer (Staff Technicians) and Daily Hire Technical Associates (Daily Hires). The petitioned-for unit works out of the Employer's 30 Rockefeller Plaza facility. There are approximately 57 Staff Technicians in the petitioned-for unit. There are also approximately 101 Daily Hires eligible to vote under the Board's eligibility formula set forth in *Davison-Paxon*, 185 NLRB 21, 24 (1970).[7]

The parties agree that any appropriate unit would include all full-time and regular part-time Staff Technicians employed in New York City to perform control room and studio technical functions in connection with NBC News Now or MSNBC news programs, including Audio Engineers/Als, Senior Audio Engineers, Technical Directors, Senior Technical Directors, Senior Control Room Operators, Video Operators/Lighting Directors, Video Operators/Lighting Operators, Senior Video Operators/Lighting Directors, Supervising Lighting Designers and Technical Associates who perform any technical work in the control room and studio, including stage managing, audio engineering, video operator, VLD/Robo [Video Operator, Lighting Director and Robotic Camera Operator Combo Role], camera operator, and prompter operator. Technical Associates perform a variety of functions, including stage managing, audio engineering, video operation, lighting direction, robotic camera operation, camera operation, and prompter operation.

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[6] Sideletter 4, in evidence, provides: "It is agreed that all written stipulations, sideletters and other written agreements entered into between NBC or NBCUniversal and the National Association of Broadcast Employees and Technicians, AFL-CIO, during the period from April 1, 1987 to March 31, 2027 will be deemed to be in effect for the period of the current contract and shall remain in effect until and unless modified by agreement of the parties or they expire or are terminated in accordance with their specific terms."

[7] The parties agreed at the Hearing to use of this formula to determine voter eligibility.

operation. While some Technical Associates are assigned primarily to specific roles, many are regularly required to perform a variety of tasks.[8]

Daily Hire Technical Associates perform the same work performed by the Technical Staff positions listed above, including Technical Associate.

An employee, who has worked as a Daily Hire at the Employer's 30 Rockefeller Center facility since 2011, testified that the Daily Hire and Staff Technicians share the same direct supervisors and managers. The employee testified that Daily Hires and Staff Technicians have the same duties and responsibilities and work side by side in the control room. They have the same qualifications and training and regularly fill in for each other to cover absences. By way of example, the employee testified that he had covered a Staff Technician's shift for six months when the employee was on maternity leave. The Daily Hires at issue here work sufficient hours on MSNBC and NBC News Now shows to be eligible under the agreed upon eligibility formula (at least 52 hours of work for MSNBC or NBC News Now in the 13-week period preceding the petition.)[9]

As noted above, while the Employer did not recognize Petitioner as the bargaining representative of full-time and part-time Staff Technicians through the 2007 MSNBC Agreement, the Daily Hires have worked since that time under the terms of the Master Agreement "A" or "D" Contracts, whichever is applicable to the work being performed. The employee testified to some of the differences in terms and conditions of employment. While Staff Technicians receive paid time off, Daily Hires do not. Daily Hires are eligible for the Employer's Health Insurance plan only if they work at least 170 days in a year.

II. The Parties' Positions

The Employer, stating that the Master Agreement conforms to requirements under *Appalachian Shale Products Co*., 121 NLRB 1160 (1958), contends the Master Agreement D-Contract precludes inclusion of the Daily Hires in the petitioned-for unit under the Board's contract-bar doctrine. The 2007 MSNBC Agreement, the Employer argues, is not the governing document in this matter and instead merely recognizes the Petitioner as the bargaining representative of Daily Hires. The Employer notes that the Petitioner has represented Daily Hire technical employees in the petitioned-for unit in grievances and arbitration and that significant aspects of the contract have been applied to them since 2007 agreement. Further, the parties have bargained wage rates, benefits, and pay premiums and penalties for the petitioned-for Daily Hires in the current Master Agreement, which the Daily Hires ratified.

[8] There are seven Audio Engineers/A1; two Senior Audio Engineers; one Senior Control Room Operator (1); seven Technical Directors; one Senior Technical Director; one Senior Video Operator/Lighting Director; three Video Operator/Lighting Directors; one Video Operator/Lighting Operator; one Supervising Lighting Designer; and thirty-three Technical Associates.

[9] Mukhopadhyay testified that the Employer employs approximately 2,500 to 3,000 daily hires at any given time.

The Employer, citing *American Sunroof Corp.*, 243 NLRB 1128 (1979), argues that disclaimer is the only way a contracting union can seek an election without the underlying, otherwise valid, contract serving as a bar. Additionally, the Employer argues that the 2007 MSNBC Agreement bars an election because it has a fixed duration, providing at Paragraph 9 that it "shall remain in effect for the duration of the Master or Engineering Agreement." Citing *Montgomery Ward & Co.*, 137 NLRB 346 (1962) and *Shaw's Supermarkets*, 350 NLRB 585 (2007), the Employer further argues that a contract of more than 3 years will be a bar for its entire term with respect to any petitions filed by the employer or the contracting union.

The Petitioner contends that the 2007 MSNBC Agreement does not bar an election because it can be cancelled at will by either party pursuant to the unambiguous terms of its paragraph 8. The Petitioner argues that the terms of the A or D Contracts are applied to the Daily Hires through the 2007 MSNBC Agreement and only for so long as the MSNBC Agreement is in effect. If the MSNBC Agreement is terminated, so is the Employer's obligation to apply the terms of the A and D Contracts to Daily Hire employees working on MSNBC content. Accordingly, the Petitioner argues, application of the terms of the A and D Contracts can no more give rise to a contract bar than the 2007 MSNBC Agreement. The Petitioner wishes to proceed to an election only in the unit for which it petitions, and not in any other unit found to be appropriate.

III. Analysis

a. *Contract Bar*

The Board's contract bar rule precludes petitions for decertification or certification of a union other than the incumbent where a valid collective-bargaining agreement is in place for the duration of the contract, not to exceed three years. *General Cable Corp*., 139 NLRB 1123, 1125 (1962). The Board designed the rule to balance the competing statutory goals of promoting industrial stability and ensuring employee free choice in representation. *Montgomery Ward & Co.*, 137 NLRB 346, 347-348 (1962). The rule stabilizes contractual relationships between an employer and union for a reasonable term and affords employees a reasonable opportunity to change or eliminate their bargaining representative. *Appalachian Shale Products*, 121 NLRB 1160, 1161 (1958).

The present circumstances do not implicate the Board's contract-bar doctrine, because the petitioning union is party to the contract. A labor organization that is the representative of employees by reason of recognition, rather than certification, is entitled to seek the benefits of Board certification pursuant to a "*General Box* election." See *Bell Aircraft Corp.,* 98 NLRB 1277, 1278 (1952); *General Box Co.,* 82 NLRB 678, 682-683 (1949). Simply put, where the petitioning union is the union with whom the employer has the contract, there is no contract bar. *Jack L. Williams, DDS*, 219 NLRB 1045 (1974). This is so where, as here, the union petitions to represent a unit including both employees covered under the existing contract and employees who are unrepresented at the time of the petition. *Duke Power Co.*,173 NLRB 240 (1968) (Board directs election among appropriate unit of 885-employees petitioner represented under a contract with the employer and several hundred unrepresented employees); *Community Publications, Inc*., 162 NLRB 855 (1967) (Board directs election in petitioned-for unit including one plant where petitioner represented employees and had contract in place with employer and second, unrepresented plant); *General Dynamics Corp*., 148 NLRB 338 (1964) (no contract bar where the

signatory union files the petition; Board directs election in a guard unit, whereas recognized contractual unit included both guards and non-guards).

The Employer's reliance on *American Sunroof Corp.,* 243 NLRB 1128 (1979), is misplaced. In *American Sunroof,* the Board considered the effectiveness of a disclaimer by a contracting union.[10] However, the petitioner in *American Sunroof* was not the contracting union. Thus, while a contracting union's valid disclaimer removes a contract as a bar to an election for another union, disclaimers as a prerequisite to an election in those circumstances is not contrary to the established precedent that a party to the contract may seek certification as the representative of employees under *Duke Power*, supra.[11]

Additional cases upon which the Employer relies are similarly inapposite. In *Montgomery Ward & Co.*, 137 NLRB 346 (1962), the petitioning union was already the certified bargaining representative. The Board found that a current contract constitutes a bar to a petition by either of the contracting parties during the entire term of that contract "where, as here, the incumbent union is the certified bargaining representative." Id. As stated, the Petitioner in this case is not the certified bargaining representative for the petitioned-for Daily Hire employees. In *Shaw's Supermarkets*, 350 NLRB 585 (2007), the Board adopted a policy permitting an employer to withdraw recognition based on proof of a union's actual loss of majority support after the third year of a contract of longer duration. The Board observed that an employer filing an RM petition may be subject to the contract-bar doctrine, but this has no bearing on the availability of the Board's election machinery to recognized but uncertified labor organizations seeking Board certification through a *General Box* election, whether in the contracted unit or as part of a larger unit. *Duke Power Co.,* supra; *Community Publications, Inc.*, supra; *General Dynamics Corp*., supra.

Accordingly, I find there is no contract or other bar that would preclude conducting an election in the petitioned-for unit.[12]

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[10] Other cases the Employer cites for this proposition present similar (if not the same) facts. See *Plough, Inc.*, 203 NLRB 121 (1973); *Manitowoc Shipbuilding, Inc. and The Manitowoc Company, Inc.*, 191 NLRB 786 (1971); *National By-Products Company*, 122 NLRB 334 (1958). *See also Amalgamated Meat Cutters and Butcher Workmen of North America, Local 158, AFL-CIO (Eastpoint Seafood Company, etc.)*, 208 NLRB 58 (1974).

[11] Once an incumbent uncertified union initiates the Board's election procedures, it can no longer assert its contract with the employer as barring a rival union's attempt to represent the employees. *Puerto Rico Cement Corp.*, 97 NLRB 382, 383, fn. 1 (1951).

[12] The right of a recognized but uncertified union under *Duke Power* and its progeny to petition for certification in the same or different unit than that set forth in a contract is dispositive of the Employer's contract bar argument. I conclude alternatively that the contract in evidence does not have bar quality because no aspect of the Master Agreement applies to any employees in the petitioned-for unit except by operation of the 2007 MSNBC Agreement, which is terminable at will by either party after the respective specified notice periods.

b. *Appropriate Unit*

The Board has a statutory obligation to determine the appropriate bargaining unit in each case and "absent a stipulated agreement, presumption, or rule, the Board must be able to find—based on some record evidence—that the proposed unit is an appropriate one for bargaining before directing an election in that unit." *Allen Health Care Services*, 332 NLRB 1308, 1309 (2000). Here, while the Employer has not expressly contested that the petitioned-for classifications share a sufficient community of interest to find that the proposed unit is appropriate, the parties did not stipulate that the petitioned-for unit is an appropriate one. Thus, I am bound by a statutory obligation to determine the appropriateness of the petitioned-for unit in this case.

The Board's procedure for determining unit composition under Section 9(b) is to examine first the petitioned-for unit. If that unit is appropriate, then the inquiry into the appropriate unit ends. Boeing Co., 337 NLRB 152, 153 (2001). In making this determination, the Board relies on its community of interest standard, which examines whether the 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*, 338 NLRB 123, 123 (2002).

Applying the *United Operations* analytical framework to the record, I conclude that the petitioned-for unit shares a sufficient community of interest to be an appropriate unit for collective bargaining. As stated, the parties have stipulated that any unit deemed appropriate should include all full-time and regular part-time Staff Technicians. The Daily Hire technical employees are organized into the same department, have the same qualifications and training, perform the same job functions and work, and share the same direct supervisors and managers. They are functionally integrated and have regular contact with each other as they work side by side in the control room and regularly fill in for each to cover absences. I find the skills and training, job function and work performed, functional integration, contact with other employees, interchange, and supervision factors weigh in favor of the petitioned-for unit. To the extent that some terms and conditions of employment are different, the record does not show the terms and conditions of employment of the Staff Technicians and I give that factor neutral weight.

While the Employer has not disputed a community of interest, it argues a single unit of Staff Technicians and Daily Hire technical employees would be against Board policy because Petitioner currently represents Daily Hire technical employees. I have considered this bargaining history, as the Board did in *Duke Power Co.,* 173 NLRB at 241 and *Community Publications, Inc*., 162 NLRB at 855-56, and, it does not alter my conclusion that the petitioned-for unit is appropriate.

Accordingly, I conclude that the overall petitioned-for unit is appropriate for the purposes of collective bargaining.

c. *Method of Election*

Congress has entrusted the Board with a wide degree of discretion in establishing the procedures and safeguards necessary to ensure the fair and free choice of bargaining

representatives, and the Board in turn has delegated the discretion to determine the arrangements for an election to Regional Directors. *San Diego Gas and Elec*., 325 NLRB at 1144 (1998) (citations omitted). This discretion includes the ability to direct a mail-ballot election where appropriate. Id. at 1144-45.

The Board's longstanding policy is that elections should, as a rule, be conducted manually. National Labor Relations Board Casehandling Manual Part Two Representation Proceedings, Sec. 11301.2. However, a Regional Director may reasonably conclude, based on circumstances tending to make voting in a manual election difficult, to conduct an election by mail ballot. Id. This includes a few specific situations addressed by the Board, including where voters are "scattered" over a wide geographic area or in the sense that their work schedules vary significantly, so that they are not present at a common location at common times. *San Diego Gas and Elec*., 325 NLRB at 1145.

The Petitioner contends that a mail ballot is appropriate because the employees' schedules are too varied to permit a manual election. The Petitioner explains that the Employer is a live, 24-hour news broadcast operation. and employees work between one and five days a week, including weekends and overnight. The Employer requests that the election be conducted manually, proposing an in-person election at the 30 Rockefeller Plaza facility over multiple days and multiple sessions to capture all voters.

After the Hearing closed, the Region solicited the parties' proposals as to days and hours for polls. Both parties' written positions were received and fully considered. The Employer maintained its position that the election be conducted manually, proposing Monday, Tuesday, and Friday from 5 a.m. to 8 a.m., 11 a.m. to 3 p.m., and 6 p.m. to 11 p.m., and Saturday and Sunday from 5 a.m. to 8 a.m., 11 a.m. to 3 p.m., and 6 p.m. to 10 p.m. The Union, in turn, contends the polls should be seven days of the week, but no less than five days, with four of the five days being Monday, Friday, Saturday, Sunday, and Monday. As for voting hours, the Petitioner proposes 5:00 a.m. to 8:00 a.m., 11 a.m. to 3 p.m., and 6 p.m. to 11 p.m. on each voting day.

In sum, there does not appear to be a day on which all potentially eligible voters report to 30 Rockefeller Center. The parties propose at least twelve voting sessions over at least five days for a unit of about 158 employees, totaling fifty-eight hours and interrupted each day by two three-hour non-voting breaks. The proposals support the Petitioner's contention that the voters are scattered by day and time due to employee schedules and present "circumstances that would tend to make it difficult for eligible employees to vote in a manual election." Id. at 1144. Moreover, where other factors favor mail balloting, the economic and efficient use of Board Agents is reasonably a concern. Id. at 1145, fn. 8. In my view, dispatching a Board Agent for shifts spanning eighteen hours per day on at least five separate days to conduct an election for a bargaining unit this size is not an efficient utilization of the Agency's or the Region's resources in a time of limited available resources.

Accordingly, I conclude that a mail ballot election is appropriate.

IV. **Conclusion**

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the National Labor Relations Board. Based on the entire record in this proceeding, I 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.[13]

3. The parties stipulated, and I find, that 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. There is no contract bar to conducting an election in this matter.

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

6. The following employees of the Employer constitute an appropriate group for self-determination election for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time, regular part-time, and daily hire technical employees employed in New York City to perform control room and studio technical functions in connection with NBC News Now or MSNBC news programs, including Audio Engineers/Als, Senior Audio Engineers, Technical Directors, Senior Technical Directors, Senior Control Room Operators, Video Operators/Lighting Directors, Video Operators/Lighting Operators, Senior Video Operators/Lighting Directors, Supervising Lighting Designers and Technical Associates who perform any technical work in the control room and studio, including stage managing, audio engineering, video operator, VLD/Robo [Video Operator, Lighting Director and Robotic Camera Operator Combo Role], camera operator, and

[13] The parties stipulated, and I find, that the Employer, a Delaware corporation with an office and place of business located at 30 Rockefeller Plaza, New York, NY, is in the business of television production. Annually, in the course and conduct of its business operations, the Employer derives gross revenues in excess of $100,000, and purchases and receives at its New York, NY facility goods and materials valued in excess of $5,000 directly from suppliers located outside the State of New York.

prompter operator, but excluding all other employees, managers, floor directors, guards, professional employees and supervisors as defined by the Act.

There are approximately 158 employees in the unit set forth above.

Because no issue exists that would preclude the conduct of an election, I direct an election in the above bargaining unit, consistent with Rule Section 102.66(d) of the Board's Rules and Regulations.

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 **The National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO, CLC (NABET-CWA**).

A. Election Details

I have determined that the election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit by a designated official of the National Labor Relations Board, Region 02, at 3:00 p.m. on **Tuesday August 5, 2025.** Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by **Thursday August 14, 2025**, should communicate immediately with the National Labor Relations Board by either calling the Region 2 Office at 212-264-0300 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

Voters must return their mail ballots so that they will be received in the National Labor Relations Board, Region 2 office by close of business on **Tuesday August 26, 2025**.

All ballots will be commingled and counted by an agent of Region 02 of the National Labor Relations Board at the Region 02 office located at 26 Federal Plaza, Suite 41-120, New York, NY 10278-0104 at 10:00 a.m. on **Wednesday August 27, 2025**. In order to be valid and counted, the returned ballots must be received in the Region 2 office prior to the counting of the ballots.

B. Voting Eligibility

Eligible to vote in the election are full time and regular part time employees in the unit who were employed during the payroll period ending July 25, 2025, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible to vote in the election are daily hire employees in the unit who have worked an average of four (4) hours

or more per week during the 13 weeks immediately preceding the payroll period ending July 18, 2025.[14]

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; (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 with 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.

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.

To be timely filed and served, the list must be received by the regional director and the parties by **July 31, 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.nlrb.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

[14] The parties agreed at the Hearing to use of this formula, set forth in *Davison-Paxon Co*., 185 NLRB 21, 23-24 (1970), to determine voter eligibility.

using the E-filing system on the Agency's website at www.nlrb.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 Notice of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election forthcoming 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 the notice if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.

Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of § 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 29, 2025

John D. Doyle, Jr.
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National Labor Relations Board
Region 02
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