

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 4**

ATLANTIC RECOVERY SERVICES, INC.

Employer

and

Case 04-RC-367692

**INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 542, AFL-CIO**

Petitioner

DECISION AND DIRECTION OF ELECTION

This case concerns whether the petitioned-for unit of approximately 14 commercial driver license (CDL) drivers at a single facility constitutes an appropriate unit. International Union of Operating Engineers Local 542, AFL-CIO (the Petitioner) filed a petition seeking to represent this unit of all CDL drivers employed by Atlantic Recovery Services, Inc. (the Employer) working out of its Morrisville, Pennsylvania facility.¹ The Employer takes the position that this is not an appropriate unit, as an appropriate unit should also include technicians (also called “techs” or non-CDL drivers) and should include those who work out of the Employer’s multiple yards.

On June 27, 2025, a hearing was held before a Hearing Officer of the Board, at which time the parties were afforded the opportunity to present evidence reach stipulations, submit exhibits, and make oral arguments on the record. As explained below, based on the record and relevant Board law, I find that the petitioned-for unit of CDL drivers constitutes an appropriate unit, and the Employer has not demonstrated that the technicians share an overwhelming community of interest with the CDL drivers such that they should be included in the unit, nor has it rebutted the

¹ The original petition filed on June 18, 2025 described the included unit as “all CDL Vac Truck Drivers working out of the Philadelphia Ave. location.” At the hearing, the Petitioner clarified the petitioned-for unit as “all CDL Drivers” working out of the Employer’s 351 West Philadelphia Avenue, Morrisville, PA location, excluding all non-CDL drivers.

single-facility presumption. I am therefore directing an election in the petitioned-for unit of CDL drivers at the Morrisville, PA facility.

I. FACTS

A. The Employer's Operation

The Employer is engaged in the business of providing total industrial cleaning services to customers located primarily in New Jersey and Pennsylvania. The Employer operates out of several yards, including three in Pennsylvania—Morrisville, Fairless Hills, and Philadelphia—and two in Newark, New Jersey.

Each yard contains various equipment that the Employer uses when servicing its customers. The Employer mostly uses five different pieces of equipment that require operators to have a commercial driving license—the winch truck, dump truck, combo-Vac-jetter truck, roll-off truck, and water truck. The Morrisville yard contains “back trucks,” also known as liquid or water trucks. The Fairless Hills yard stores about ten to twelve pieces of equipment, including the gap-backs, dump trucks, roll-offs, and combo trucks. The Philadelphia yard has about five pieces of equipment, including two water trucks and three box trucks. The Wright Street, Newark yard location has mostly box trucks (Wright Street). The Thomas Street, Newark yard is a “laydown yard,” where the workers “stage the truck” for jobs.

Dispatcher Gabriel Rivera manages the Morrisville, Fairless Hills and Philadelphia yards. Another dispatcher, Wally Jameson, manages the Newark yards. Andrew Haas supervises Rivera and Jameson and oversees all the yards. Rivera interviews for all facilities and provides feedback on those interviews, while Haas handles all the hiring, promotions, and firing of all employees. Rivera handles discipline, performance evaluations, and leave for all facilities.

As dispatcher, Rivera schedules the CDL drivers and technicians and determines who to send to job sites. Rivera typically sends out assignments in the evening for the next day's work. In one day, Rivera could be dispatching employees to over seven different job sites in both New Jersey and Pennsylvania. How many employees are sent to a job site depends on the size of the job and the equipment needed. One customer, electric and gas service provider PSE&G, requires a response within a two-hour period, so Rivera generally sends whoever can arrive first. Some examples of the Employer's work include providing services to a groundwater treatment plant, cleaning out blocked pits at a meat processing plant, and performing emergency work for PSE&G.

B. CDL Drivers

The Employer employs CDL drivers, who, as the name suggests, all possess commercial driver licenses. The CDL drivers obtained the job after responding to either an ad or referral

specifically looking for a CDL driver, and their paychecks designate their job title as “driver.” CDL drivers receive training on all the trucks that they operate. CDL drivers earn a salary ranging from \$30 to \$35 an hour.

CDL drivers are based in Pennsylvania; there are no CDL drivers assigned to the Newark yards. What yard they report to each day depends on the assignment that they receive from Dispatcher Rivera the previous evening. Some report to Fairless Hills two to three times a week, and then to Morrisville the rest of the week. Others report to Morrisville an estimated 95% to 99% of the time. They rarely, if ever, report to the Philadelphia or Newark yards. One dispatcher has “never” reported to either Newark yard; another has not been to the Newark yard since the previous year.

Upon reaching the yard where their truck is located, the CDL driver prepares the truck to be used that day and ensures that it has sufficient fuel and everything needed for the job. CDL drivers’ daily assignments always include operating CDL equipment, and they do not work on any job that does not require a CDL driver.

The CDL driver drives the commercial truck to the assigned job site. CDL drivers do not transport techs to the site in commercial trucks. Once the CDL driver arrives at the site, the driver’s required tasks are limited to tasks related to operating their truck, including monitoring the truck to ensure no damage. When the truck is no longer required, the CDL driver ensures that the truck is ready to leave the site. Occasionally, the CDL driver is responsible for completing paperwork at the job site.

C. Technician Employees

The technicians work out of the Wright Street yard.² Techs have “confined space certification,” which no CDL driver has. This certification is specific training that allows tech employees to go into confined spaces, such as inside a dig-out or inside tanks to do cleaning. Techs do not receive CDL driver training.

Tech employees do not arrive at a job site in a CDL truck. Techs are not allowed to drive a truck that requires a CDL. No tech testified as to their specific tasks once they are at a jobsite. CDL drivers’ testimony suggests that some tech duties involves cleaning up a site, referred to as “broom” or “shovel” work. They use power washers and box trucks with water. Techs earn an hourly rate of about \$23 to \$25.

² Techs occasionally work out of the Pennsylvania yards to do a truck clean out; otherwise, they primarily work out of the Wright Street yard.

D. Interaction of CDL Drivers and Technicians

Each CDL driver performs a solo pre-check of the trucks. Techs do not help with this task. Techs are not always at the yards when the driver is doing this pre-check, and the drivers do not interact with techs when at the yard.

Sometimes, techs and CDL drivers work at the same site. Other times, a CDL driver works at a job site where a techs is not present. As one CDL driver testified, whether a tech is at a site is “really hit or miss.”

When techs and drivers are at the site together, the drivers are not required to assist with tech work; only one CDL driver stated that he voluntarily assists technicians with their work. CDL drivers will wait in their truck while technicians do their work, waiting for them to finish and trying not to be in the technician’s way.

CDL drivers largely testified that once they are on a work site, techs do not assist them with their truck operations and truck-related tasks. CDL drivers consider the truck as their [CDL driver’s] responsibility, and “if [they] are driving the truck, no one touches the truck” but them.

E. Common Terms and Conditions of CDL Drivers and Technical Employees

CDL drivers and technicians earn hourly wages, have the same benefits, wear the same uniforms, and are subject to the same handbook. All personnel records are kept in a central database, and employees are all paid from the same payroll system.

Haas hires, disciplines and promotes CDL drivers and technicians. Both techs and CDL drivers receive their assignments, discipline, and evaluations from Rivera. Rivera has an on-call list that he uses for emergency purposes and applies on a rotating basis. Both techs and CDL drivers are on this list, and who Rivera calls from this list depends on the needs and whether the job requires only CDL drivers or only techs, or both.

II. ANALYSIS AND FINDINGS

A. Legal Standard

The Act does not require a labor organization to seek representation of employees in the most appropriate unit possible, but only in *an* appropriate unit. *Overnite Trans. Co.*, 322 NLRB 723 (1996). Thus, the Board first determines whether the unit proposed by a labor organization is appropriate. To determine if there is a community of interest among employees in a petitioned-for unit, the Board examines the following:

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, Inc., 338 NLRB 123, 123 (2002).

When the Board determines that the unit sought by a labor organization is readily identifiable and employees in that unit share a community of interest, the Board will find the sought unit to be an appropriate unit, despite a contention that the unit employees could be placed in a larger unit which would also be appropriate or even more appropriate, unless the party so contending demonstrates that employees in the larger unit share an "overwhelming community of interest" with those in the petitioned-for unit. See *American Steel Construction, Inc.*, 372 NLRB No. 23 (2022) (overruling *PCC Structurals, Inc.*, 365 NLRB No. 160 (2017) as modified in *Boeing Co.*, 368 NLRB No. 67 (2019), and returning to the standard articulated in *Specialty Healthcare & Rehab. Ctr. of Mobile*, 357 NLRB 934 (2011) enfd. sub nom. *Kindred Nursing Centers East, LLC v. NLRB*, 727 F.3d 552 (6th Cir. 2013)). "[A] unit would be truly inappropriate if, for example, there would be no legitimate basis upon which to exclude certain employees from it." *Kindred*, 727 F.3d at 562. To meet that burden, the objecting party must show that excluded employees "share an overwhelming community of interest" with the petitioned-for employees such that there is no legitimate basis to exclude them. *Macy's Inc. v. NLRB*, 824 F.3d 557, 564-57 (5th Cir. 2016). Simply showing that a "larger unit... would also be appropriate or even more appropriate" is insufficient. *Specialty Healthcare*, 357 NLRB at 945. See also *American Steel*, slip op. at 5 (to show "overwhelming community of interest," the interests of the petitioned-for and excluded employees must "overlap completely" to mandate inclusion). In other words, the record must demonstrate that the petitioned-for unit is arbitrary insofar as the difference between the petitioned-for unit and excluded employees are so minimal that it would be irrational to engage in the process of collective bargaining absent the excluded employees. *American Steel*, 372 NLRB, slip. op. at 6.

In addition, the Board has long held that a petitioned-for single-facility unit is presumptively appropriate unless it has been so effectively merged or is so functionally integrated that it has lost its separate identity. *Trane*, 339 NLRB 866, 867 (2003). The party opposing the single facility unit has the heavy burden of rebutting its presumptive appropriateness. To determine whether the single-facility presumption has been rebutted, the Board examines (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) the degree of employee interchange; (4) the distance between locations; and (5) bargaining history, if any exists. See, e.g., *Trane*, 339 NLRB at 867; *J&L Plate, Inc.*, 310 NLRB 429, 429 (1993).

B. The Petitioned-for Unit of CDL Drivers Share a Community of Interest

CDL drivers share a community of interest based on distinct required certification, training, job duties and functions, working conditions, organizational structure, and salary and benefits.

To begin, CDL drivers all have a commercial driver license and are licensed to operate the Employer's various commercial trucks. They were all hired by the Employer to be a CDL driver and their paychecks note their "driver" title. The drivers receive training for the trucks that they operate. See *Specialty Healthcare*, 357 NLRB at 943 (unit of CNAs share community of interest; unlike other staff, require specific licensing and training).

The CDL drivers' job duties and functions are also similar. They start their day by reporting to a yard in the early morning, typically between 5:00 a.m. and 7:00 a.m.. Most often, they report to Morrisville, though sometimes they report to Fairless Hills. Upon arrival at the yard, the drivers immediately prepare their assigned truck by doing a pre-check; the truck to which they are assigned depends on the job. Their daily assignments all include using a piece of equipment that requires a CDL license to operate. They drive the required truck to the job site. Once there, they—and no one else—operate their truck to perform the assigned job. The drivers leave the job site once their piece of equipment is no longer needed. CDL drivers are also on an emergency list, and they can be called out to an emergency if a CDL-truck is needed.

The CDL drivers earn a similar salary, ranging from \$30-\$35 an hour and have the same benefits. All drivers are subject to the same employee handbook. The drivers receive their assignments from Dispatcher Rivera, and he is also responsible for evaluating the drivers' work and for their discipline. They are hired, fired, and promoted by Haas.

The preponderance of the evidence shows that CDL drivers share a sufficient community of interest for collective-bargaining purposes. All CDL drivers share significant commonalities in licensing, training, job duties and responsibilities, and working conditions. Thus, I find a bargaining unit of CDL drivers at the Morrisville facility constitutes an appropriate unit.

C. Technicians Do Not Share an Overwhelming Community of Interest with CDL Drivers

The Employer argues that technicians should be included in the bargaining unit with CDL drivers. As noted, the burden of demonstrating the existence of an overwhelming community of interest is on the party asserting it. *Specialty Healthcare*, supra at 946 fn. 28. I find that the Employer has not met that burden.

While the CDL drivers and the technicians do share some commonalities—such as common supervision, comparable benefits, and common work rules—those shared factors do not, by themselves, render a unit of only CDL drivers truly inappropriate. Rather, there are clear distinctions between the two groups. Specifically, CDL drivers and technicians have different

licensing requirements and perform different jobs and functions. Not surprisingly, because of these differences, CDL drivers and technicians do not have significant interaction, and there is no interchange between their jobs. These key distinctions outweigh any similarities between the two groups and prevent finding that inclusion of the technicians is necessary to make the unit appropriate.

Technicians and CDL drivers do not have the same licensing requirements. CDL drivers have a CDL license, while the technicians lack such license and thus cannot operate the same equipment as the CDL drivers. Technicians often have a confined space certification, while the CDL drivers do not and no CDL driver possesses such certification or performs such tasks.

Given these different licensing requirements, each set of employees is performing their own discrete, well-defined role at job sites. As one CDL driver testified that when he is at a job site with techs, he is “operating [his] truck, and [the techs] are doing their thing.” Notably, other than confined space work and “broom” work, the record lacks testimony about the specific tasks a technician performs at a job site. What is clear, however, is that they do not perform the same tasks as a CDL driver.

The different licensing that the employees maintain results in little to no interchange between the two groups. Interchange refers to temporary work assignments or transfers between two groups of employees. Frequent interchange “may suggest blurred departmental lines and a truly fluid workforce with roughly comparable skills.” *Los Angeles Airport Hilton and Towers*, 287 NLRB 359, 360 (1987). Here, the preponderance of the evidence shows that the Employer’s workforce is not fluid, and the two positions are not interchangeable.

It is true that technicians and CDL drivers do work together to finish a job, and the Employer did offer into evidence work schedules showing that technicians and CDL drivers work at the same site on the same project. However, while the technicians and the CDL drivers may work together, they are performing different tasks. The CDL driver performs almost exclusively tasks associated with the truck they are operating—equipment that the technician cannot and does not use. At times, a CDL driver may voluntarily assist technicians with their tasks, but this is an infrequent occurrence and is not required. Only technicians can perform confined space work. Thus, interchange is simply the result of all employees working together to accomplish the Employer-wide goal of completing a job, but in doing so, each set of employees are performing their distinct tasks.

There is little to no record evidence of any significant interaction between CDL drivers and technicians. CDL drivers do not see or interact with technicians at the yards. CDL drivers and technicians arrive separately to the job sites. Technicians are not always at the job sites where CDLs are working. One driver testified that technicians are not on site 20% of the time, and another driver stated that in his experience, technicians are not present 75% of the time. Thus, the presence of both technicians and CDL drivers on any given job site is not a certainty.

Testimonial evidence also supports the finding there is no meaningful interaction between the two employee groups. A dispatcher admitted that he has never personally observed CDL drivers working with technicians. Further, except for one CDL driver, the CDL drivers uniformly testified that they did not do tech work, and likewise the technicians do not assist the CDL drivers.

The two groups also have a noticeable salary difference. While both CDL drivers and technicians earn hourly wages, technicians have a significantly lower salary than CDL drivers, with hourly rate ranges approximately 25% to 30% less than those of CDL drivers.

In these circumstances, the Employer has failed to establish that the petitioned for employees share an overwhelming community of interest with technicians such that they must be included in the unit of CDL drivers.

D. Single-Facility Presumption

Finally, the Employer argues that the unit should include “all Drivers and Technicians in the PA and NJ yards.” At the hearing, the Employer clarified that the unit should “include the individual yards that were stated in the statement of position.” The Employer contends that the employees are not assigned to any particular yard and simply go to where the equipment is needed.

The party opposing the single facility unit has the heavy burden of rebutting its presumptive appropriateness. I find that the Employer has not met that burden.

The Employer has not presented evidence to overcome the well-established single-facility presumption and has not established that the Newark and Morrisville yards are functionally indistinct. Turning to the relevant factors, while there is evidence of centralized control over the Employer’s personnel policies, centralization alone is not sufficient to overcome the evidence showing no overlapping of employee presence at the Morristown and Newark yards (or any of the other yards), no similarity of duties and functions, no integration of responsibilities, and no interaction between the two distinct groups of employees.

While some evidence shows that the CDL drivers report to the Fairless Hills yard to obtain necessary equipment, the preponderance of the evidence shows that the CDL drivers more often than not report to the Morrisville yard. One driver testified he reports to Morrisville 95% of the time, another testified he reported 99% of the time, and others testified that two to three days per week or a ‘typical’ day starts at Morrisville. As for the other yards, CDL drivers testified that they have “never” reported to the Philadelphia or Newark yards, and one CDL driver testified that he had not been to Newark in over a year. It is clear that the CDL drivers are not regularly at all five yards. In addition, and as discussed above, the evidence shows that even when CDL drivers are at other yards, they do not interact with other employees, and this lack of interaction continues at job sites.

Notably, the Employer presented no evidence of how many technicians are present at Morrisville or other yards, how often they are there, or what they are doing when present at the yards. Moreover, as discussed previously, CDL drivers and technicians do not have similar functions or job duties. Such distinct job duties result in little to no interchange: the evidence shows CDL drivers work primarily with their assigned truck and do not do technician work, and likewise, the technicians are not trained on the CDL truck and do not perform CDL-truck work. Again, the record is notably sparse as to the exact nature of the technicians' work, other than it does not involve operating any equipment that requires a commercial driving license.

Finally, there is no prior history of the Employer bargaining in similar units of employees. Accordingly, this factor weighs neither for nor against the appropriateness of the petitioned for unit.

In sum, the Employer has not shown that technicians and CDL drivers have significant interaction at the yards or at job sites; the record does not show that CDL drivers and technicians are regularly at all five yards; the record lacks a comprehensive description of the technicians' job duties; and what evidence exists demonstrates that the respective duties are not interchangeable. In these circumstances, I find that the Employer has failed to show that the yards are functionally integrated or merged, and it has not rebutted the single-facility presumption.

III. CONCLUSIONS

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

1. The Hearing Officer's rulings made 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 Section 2(6) and 2(7) of the Act, and it will effectuate jurisdiction to assert jurisdiction herein.³
3. The parties stipulated and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

³ At the hearing, the parties stipulated that the Employer, a New Jersey corporation, is engaged in providing industrial cleaning services from its 351 West Philadelphia Avenue, Morrisville, Pennsylvania location, and within the past 12-month period, the Employer has provided services valued in excess of \$50,000 directly to customers located outside the Commonwealth of Pennsylvania.

4. The parties stipulated and I find that there is no contract bar, or any other bar, to this proceeding.
5. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
6. The following employees of the Employer constitute a voting group appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All CDL Drivers working out of the Employer's 351 West Philadelphia Avenue, Morrisville, Pennsylvania yard.

Excluded: All other employees, non-CDL drivers, professional employees, guards and supervisors as defined in the Act.

V. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. The employees will vote whether or not they wish to be represented for the purposes of collective bargaining by International Union of Operating Engineers Local 542, AFL-CIO.

A. Election Details

The election will be held on **Monday, August 25, 2025 from 5:00 p.m. to 8:00 p.m.** The election will take place **in the Conference Room at the Employer's 2080 Cabot Boulevard West, Suite 201, Langhorne, Pennsylvania facility.**

B. Voter Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Saturday, August 2, 2025**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(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 **Tuesday, August 12, 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.

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

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

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

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice

are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. **The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election.** For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.

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

RIGHT TO REQUEST REVIEW

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

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: **August 8, 2025**

/s/ Kimberly Andrews

Kimberly Andrews, Regional Director
National Labor Relations Board, Region 4
100 E. Penn Square Suite 403
Philadelphia, PA 19107