UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 06

MOMENTIVE PERFORMANCE MATERIALS USA LLC

Employer

and

Case 06-RC-372834

LOCAL 698C OF THE INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL OF THE UNITED FOOD & COMMERCIAL WORKERS UNION, AFL-CIO, CLC

Petitioner

DECISION AND DIRECTION OF ELECTION

I. INTRODUCTION

On September 8, 2025, Local 698C of the International Chemical Workers Union Council of the United Food & Commercial Workers Union, AFL-CIO, CLC ("Petitioner") filed a representation petition seeking a self-determination (i.e. *Armour-Globe*)[1] election to add approximately 20 Quality Control Lab Technicians ("Quality Control Techs") to the existing bargaining unit of approximately 206 production and maintenance employees, employed by Momentive Performance Materials USA LLC ("Employer") at its Sistersville, West Virginia manufacturing facility.

The Employer maintains that, while the Quality Controls Techs would constitute an appropriate standalone bargaining unit, they do not share a sufficient community of interest with the existing production and maintenance bargaining unit for an *Armour-Globe* election to be appropriate.

On September 18 and 19, 2025, a hearing officer of the Board held a hearing in this matter. The Employer and Petitioner appeared at the hearing and orally argued their respective positions prior to the close of the hearing.[2]

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the Board. Upon the entire record in this proceeding, I find that the Quality Control Techs constitute a distinct, identifiable voting group and share a community of interest with the existing

[1] *Armour & Co.,* 40 NLRB 1333 (1942); *Globe Machine & Stamping Co.,* 3 NLRB 294 (1937).

[2] The parties waived the filing of post-hearing briefs.

production and maintenance bargaining unit. Accordingly, I am directing a self-determination election to allow the Quality Control Techs to decide whether to join the existing production and maintenance bargaining unit represented by the Petitioner or to remain unrepresented.

II. FACTS

A. Employer's Operations

The Employer operates a manufacturing facility located in Friendly, West Virginia ("the Sistersville plant")[3]/ where it makes a variety of silicone products and specialty chemicals. The Employer's customers include a wide variety of businesses and markets, including businesses in need of additives to produce their specific products, for example, additives for paints, cosmetics, tires, etc.

The Sistersville plant spans over 1,300 acres and is comprised of over 60 separate buildings. There are three plant access roads located near the southwest corner of the site where there is employee parking. The employee parking area surrounds the Employer's administration office building.

The Employer's Sistersville facility is headed by the Senior Director of Operations. That Position is currently occupied in an acting capacity by Chad McKnight, who also holds the position of Vice President of Operations for Performance Additives. The Senior Director of Operations position has eight department managers reporting directly to it, including: manager of Polymers1 and NPD; manager of Polymers2; manager of Silanes and Energy Systems; manager of Environmental Protection; manager of Engineering and Maintenance; Operational Excellence Leader; manager of Quality; and a Process Engineering Leader.

Production employees report to various Team Leaders in their respective departments, which are located in various buildings throughout the facility. Senior Director McKnight testified that the Team Leaders are akin to frontline supervisors. The record was not clear as to whether every production department has Team Leaders, or as to the total number of Team Leaders or the degree of their supervisory authority.

The record contained references to maintenance supervisors, but no specifics were provided regarding matters such as the degree of their supervisory authority, how many there are or where they work. The record does reflect, however, that maintenance supervisors do not have any supervisory responsibility over Quality Control Techs. Rather, Quality Control Techs report to the Quality Control Lab Supervisor, who reports to the manager of the Quality Department.

The Sistersville facility operates around the clock, seven days per week with four designated rotating 12-hour shifts categorized as A, B, C, and D shifts. As described in more detail below, there are also day shift workers working 8-hour workdays. The overview of the general workflow is as follows:

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[3] The Employer's facility, known as the "Sistersville plant," is physically located in Friendly, WV which is approximately six miles away from the city of Sistersville.

- The plant receives shipments of various raw materials.
- Bulk raw materials may be tested in the Quality Control Lab to ensure they meet required specifications.
- Raw materials are transported to various production department buildings to be used in making the Employer's products.
- Production Operators are responsible for creating the finished products.
- Production Operators take samples of the finished products in their production areas, create a label in the "lab information management system," known as "LIMS." and deliver the samples to the Quality Control Lab for testing.
- The Quality Control Techs test the samples to ensure they meet quality control specifications and enter the results in "LIMS."
- The Production Operators access the lab test results in the LIMS system.
- Once product receives inspection and meets required quality specifications it is considered finished.
- Finished products then move to packaging at the warehouse for shipment.

B. Collective Bargaining History

The Employer and Petitioner enjoy a longstanding bargaining relationship concerning the above unit dating back to approximately 1965. The parties are currently signatory to a collective bargaining agreement effective by its terms from July 25, 2024 to July 23, 2027. Therein, the Petitioner is recognized in Article II as the exclusive collective-bargaining representative of the following bargaining unit:

> "All hourly production and maintenance employees at the Company's Sistersville, West Viginia manufacturing facility. Such recognition excludes those employees as specified under Certification 9-RC-6122 issued by the National Labor Relations Board."

The Petitioner has petitioned for an *Armour-Globe* election to add approximately 20 Quality Control Techs in the Plant Lab, Chromatography Lab, Spectroscopy Lab, Prep Lab and EP Lab to the existing bargaining unit.[4]

C. The Existing Bargaining Unit and the Quality Control Technicians

1. Commonalities Between Quality Lab Technicians and the Existing Bargaining Unit

As a preliminary matter, the petitioned-for employees and bargaining unit employees share certain terms and conditions of employment. The petitioned-for employees and bargaining unit employees use the same parking lots, enter the Employer's premises through the same options of

[4] Regarding the parties' collective-bargaining history, in oral arguments the parties addressed prior petitions filed in 1999 and 2004 in which this Petitioner sought a standalone unit of the Quality Lab Techs. These arguments and those petitions are not relevant to the question at hand, which is whether the Quality Lab Techs currently share a sufficient community of interest with the existing bargaining unit for an *Armour-Globe* election to be appropriate.

turnstiles, share the same designated rotating shifts-A, B, C, D, or set day shifts, are overtime eligible, and are paid hourly and receive weekly paychecks.

Represented and unrepresented employees are covered under the same health insurance plans with the same benefits. Human Resources Generalist Bryanna Brookover testified that the cost to employees for health insurance is dependent upon how much they earn in a year, but the record does not reflect the actual cost differences. Bargaining unit employees and the Quality Control Techs also participate in the same retirement plan, the Annual Retirement Contribution ("ARC"). The record reflects that the Employer's contributions to the ARC differ between the represented and unrepresented employees, but the record does not specify the amount of the difference or any other details concerning the Employer's retirement plans.

The petitioned-for employees and bargaining unit employees are generally subject to the same employment policies and procedures, except that bargaining unit employees have access to a contractual grievance and arbitration procedure contained in the collective-bargaining agreement.

There are showers available to both production and maintenance employees. There is a shower in Building 1 where the Quality Control Techs are located, and there is at least one shower house for the use of the production and maintenance employees, but Quality Control Techs may also use that shower.

The record established the petitioned-for employees and bargaining unit employees undergo the same universal new hire training and ongoing safety training. Additionally, like the bargaining unit employees, Quality Control Techs are eligible to participate in the Employer's fire brigade, and those individuals receive the same fire brigade and first responder training.

With regard to interchange between the bargaining unit and non-bargaining unit groups the record reflects that Transfer Operator Michael Williams was hired in the R&D lab and later bid on and was awarded a bargaining unit position. This occurred approximately 30 years ago and was the only example provided of a permanent transfer between a bargaining unit position and a non-bargaining unit position. No evidence was presented reflecting any temporary transfers between the groups or employees providing any other type of coverage for job tasks belonging to another group.

2. The Existing Bargaining Unit[5]*/*

As noted above, there are approximately 206 employees in the existing bargaining unit that work across four departments, including production, maintenance, warehousing, and transfer operations (packages and unloaders).

Pursuant to Article VIII of the collective bargaining agreement, bargaining unit employees are considered either "day workers" or "shift workers." "Day workers" have a normal weekly

[5] These employees will be generally referred to as "production operators" or "maintenance employees", "warehouse employees" and "transfer operators" although I am cognizant there are different job classifications within these departments.

schedule falling between the hours of 6:00 AM and 6:00 PM. For instance, Transfer Operator Michael Williams testified that as a "day turn" employee he works a schedule of 7 to 3, Monday through Friday. "Shift workers" work rotating schedules or have regular schedules falling outside the hours of 6:00 AM to 6:00 PM. For shift workers, there are four rotating shifts, A, B, C, and D.

Pursuant to Appendix A-2 of the current collective bargaining agreement, bargaining unit employes are generally paid an hourly rate between $22.30 and $43.90, varying by classification. Per the contract, most bargaining unit employees receive wage increases every six months for the first 36 months, after which employees receive an annual "general wage increase" in the negotiated percentage detailed in Appendix A of the collective-bargaining agreement.[6]

The record did not contain details regarding how bargaining unit employees are trained for their specific positions, other than that training is conducted on the job.

a. Production Employees

With the specific exception of a position known as "Transfer Operator," production employees are assigned to work in various buildings throughout the site depending on their assigned department and products. Transfer Operators perform their work throughout the facility moving raw materials and finished products to and from the production areas. The production employees report to "Team Leads" who in turn report to department managers. Production employees are required to wear flame-retardant uniforms.

As far as their actual work duties, Production Operators process raw materials into the various finished chemical products. Production Operators make rounds in transporting materials from trailer drop-off through the workflow process until it has reached the final phase for warehouse distribution. In their respective various buildings, Production Operators will handle raw materials, process equipment for proper operating status, record process readings into the LIMS system, create labels in LIMS and deliver product samples to the quality control laboratory for testing, troubleshooting batch anomalies, making adjustments as instructed according to specifications, start or stop the process based on analytical results received from the quality control lab, and finalizing product after spec and line samples are verified. Additionally, Production Operators are responsible for transporting wasted materials to be prepared for disposal including bad batches and sampling waste.

b. Maintenance Employees

The maintenance employes perform work as needed in all of the buildings throughout the facility. The maintenance employees also have a maintenance shop which is about 100 yards away from the quality control lab. Maintenance employees are required to wear the same flame-retardant uniforms as the production employees.

There is limited information in the record regarding maintenance workers' job duties and responsibilities, but testimony reflects that they complete general maintenance in buildings

[6] Not all classifications go through the same pay progression, for example a material handler or employees in the utility pool will not have wage progressions beyond 12 and 18 months for these respective classifications.

throughout the site, including in production areas and in the quality control lab. The maintenance employees also utilize the Employer's computer software system called SAP to track work orders, but this does not include SAP interactions with the Quality Control Techs. Maintenance workers perform maintenance activities in the quality control laboratory on an almost daily basis given that it's an older building. Some of the maintenance work described in the quality control laboratory includes basic building infrastructure work, such as changing lighting, HVAC work, handling water leaks, and equipment repair and upkeep when required. Site Quality Leader Kari McClure testified that maintenance work performed on lab equipment may include "hood flow and industrial hygiene-type checks."

The record was silent as to the minimum qualifications for maintenance employes and as to the training requirements associated with maintenance positions.

3. Quality Control Technicians

The Quality Control Techs work on the first floor of the quality control lab, also referred to as Building 1, which is adjacent to the administration office. The quality control lab building includes its own locker room, two break rooms, kitchen, a training room, and various lab spaces. Aside from the one designated position called the lab sampler, the Quality Control Techs complete all their work in the quality control lab.

The Employer employs only one Quality Control Laboratory Supervisor who works an eight-hour day, Monday through Friday. When the Quality Control Laboratory Supervisor is not present, i.e., evenings, nights, and weekends, the Quality Control Techs may contact production Team Leads for urgent matters such as building emergencies, maintenance problems, or gross misconduct by employees, but the production Team Leads will not provide guidance or direction to the Quality Control Techs concerning their actual job functions. For questions about their actual jobs, such as questions about lab testing methods or equipment, the Quality Control Techs would reach out by phone to chemists or the Quality Control Laboratory Supervisor (Tr. 47).

The minimum qualifications for Quality Control Techs are an associate's degree in science/technical field, or prior lab experience, or prior manufacturing experience. Quality Control Techs also have a requirement to be a first responder, but no other required licenses or certifications. Training is conducted in-house with quality control chemists and on the job with peers. There is no formal training program beyond the universal new hire training conducted for all employees.

Quality Control Techs work either on day shift or on 12-hour rotating shifts on the continuous around the clock schedule- shifts A, B, C, and D. Quality Control Techs generally report to the Quality Control Laboratory Supervisor. However, the Quality Control Laboratory Supervisor works a regular day schedule, Monday through Friday. Quality Control Techs are paid hourly starting at $33.63 and increasing up to $44.63. Quality Control Techs' standard pay progression includes a four-step increase sequence at 6-months, 12-months, 24-months, and maxing out at 36-months.[7]

[7] Petitioner Exhibit 3

Unlike production employees, Quality Control Techs have some choice in their work uniforms. They may wear the same flame-retardant uniforms that production employees wear, or they may choose to wear a lab coat.

As to their job functions, Quality Control Techs provide analytical support to the production process via the testing of both in-process and final product samples. Production Operators will create a label for samples in LIMS, physically bring samples to the lab, scan the sample in, and set it on the tray for Quality Control Techs to analyze. While Quality Control Techs and Production Operators may exchange pleasantries when the samples are delivered to the lab, this interaction is generally quite brief but may include the Production Operator informing the Quality Control Techs about any production issues that may have affected the sample. Site Quality Leader Kari McClure testified that the lab conducts about 150,000 tests per year. Transfer Operator Michael William testified that he will sometimes make trips to the lab twice a day with multiple samples, and other times he may make six or more trips to the lab.

Once the lab testing is complete, if the sample is within specifications, the Quality Control Techs enter the results into the Employer's computer software program where the production department can see the results. This allows the production department to either continue producing that particular product or enables the production department to determine that the finished products are ready for shipment to its customers. If a sample does not meet specifications, the process requires more communication between the lab and production departments and the Quality Control Tech may contact the production department directly concerning the test result and more sampling and follow-up testing may be required. Quality Control Techs also monitor LIMS for measurements entered directly by Production Operators throughout the shifts.

The quality control lab also has an assigned designated "lab sampler" position, mentioned above. That person will leave the lab to go to the warehouse, as necessary to obtain samples on finished packaged products. The lab sampler only samples such packaged goods contained in bins, drums, and pails. The lab sampler will sometimes work with the Transfer Operator and bargaining unit distribution employees in the warehouse concerning sampling and required resampling needs. This interaction typically involves receiving assistance from the bargaining unit employees in obtaining the needed samples.

III. BOARD LAW

The applicable standard for evaluating the appropriateness of adding employees to a preexisting bargaining unit is the Board's *Armour-Globe* doctrine. Under that doctrine, an incumbent union may petition to add unrepresented employees to its existing unit through an *Armour-Globe* election if the employees sought to be included "constitute an identifiable, distinct segment so as to constitute an appropriate voting group" and share a community of interest with unit employees. *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990) (citing *Capital Cities Broadcasting*, 194 NLRB 1063 (1972)). See also *Rush Univ. Med. Ctr. v. NLRB*, 833 F.3d 202, 209 (D.C. Cir. 2016); *NLRB v. Raytheon*, 918 F.2d 249, 251 (1st Cir. 1990).

In determining whether the petitioned-for voting group shares a community of interest with the existing unit, the Board considers a number of factors, none of which is individually controlling, including: functional integration; contact and interchange among employees; job functions; organization of the plant; similarity in wages, hours, and general working conditions; skills, duties, and training; common management and supervision; and bargaining history. See *NLRB v. Action Auto.*, 469 U.S. 490, 494 (1985); *United Operations*, 338 NLRB 123 (2002); *Overnite Transportation*, 322 NLRB 723, 724 (1996). In addition, "a proposed unit needs only be *an* appropriate unit and needs not be *the most* appropriate unit." *PCC Structurals*, 365 NLRB at slip op. at 12 (emphasis in original). If the petitioned-for unit is appropriate, then "the inquiry into the appropriate unit ends." *Boeing*, 337 NLRB 152, 153 (2011).

Finally, the Board has held that quality control employees should generally be included in a production and maintenance unit based on traditional community of interest standards. For example, in *Blue Grass Industries*, 287 NLRB 274, 299 (1987), the Board reasoned that:

> [T]he role of the quality control inspectors is a vital part of the production of the plant. They keep records of their findings, which are passed on to Janice Sandlin, who includes them in her reports. Employees who ensure that production is of a uniform high quality are an integral part of the overall manufacturing process. *Owens-Illinois, Inc.*, 211 NLRB 939, 941 (1974); *W. R. Grace & Co.*, 202 NLRB 788, 789 (1973). Although the important criterion is community of interest with bargaining unit members rather than the relationship of the job to the production process, *Beatrice Foods Co.*, 222 NLRB 883 (1976), the importance of quality control jobs in the production of garments is a further consideration when a community of interest has already been demonstrated. See, e.g., *Avon Products*, [250 NLRB 1479, 1483-84 (1980)]. Although the General Counsel points out that Stewart and Lane are under different supervision from the unit employees, the Board held in *W. R. Grace*, supra , that this would not preclude their inclusion in the unit where, as here, they share a community of interest with the unit employees and their duties are an integral part of the manufacturing process.

IV. ANALYSIS

A. Distinct Identifiable Segment

The Board has held that a petitioned-for group of employees in a single classification constitutes an identifiable and distinct group, appropriate for an *Armour-Globe* election, when the employees are employed in a single department, work in the same physical location, and share the same supervision. *St. Vincent Charity Medical Center*, 357 NLRB 854 (2011). The Parties here stipulated that the Quality Control Lab Technicians constitute an appropriate stand-alone unit under Section 9(b) of the Act and[8] the record clearly establishes that the Quality Control Techs are organized in a single department, work in the same location, and share the same supervision. Considering the stipulation by the parties and the record evidence, I find that the record clearly

[8] Board Exhibit 2

establishes that Quality Control Techs constitute an identifiable, distinct segment of the Employer's workforce, and an appropriate voting group. *St. Vincent Charity Med. Ctr. & Serv. Employees Int'l Union*, 357 NLRB 854, 855 (2011) (citing *Warner-Lambert*, supra at 995).

B. Community of Interest Factors

1. Functional Integration and Contact

The Board has described functional integration as when employees must work together and depend on each other to accomplish their overall duties. *See, Walt Disney Parks and Resorts*, 373 NLRB No. 99, slip op at 10 (2024). Evidence that employees work together on the same matters, have frequent contact with one another, and perform similar functions is relevant when examining whether functional integration exists. *Transerv Systems*, 311 NLRB 766 (1993). 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.

Also relevant is the amount of work-related contact among employees, including whether the employees work beside one another. Thus, it is important to compare the amount of contact employees in the unit sought by a union have with one another. See, e.g., *Casino Aztar*, 349 NLRB 603, 605-06 (2007).

The record here reveals that Quality Control Techs play a key role in the production process by testing and analyzing the raw materials and finished products that are produced by bargaining unit employees to ensure they are within quality specifications. Test results indicating that a product is not within specification directly impacts the production process and may result in production having to be halted or altered. The employees all work on the same products and have the overall job function of ensuring it is within required specification. The Quality Control Techs work closely with the Production Operators, utilizing both the LIMS computer program and direct communication, to communicate and receive test results that directly impact the production process. In that production departments could not function without the work of the Quality Control Techs and its vital sample analysis, their role as quality control employees makes them "a vital part of the production of the plant." See *Blue Grass Industries*, above at 299.

The frequency of contact between Quality Control Techs and bargaining unit employees also supports a finding of a sufficient community of interest. The record established that Production Operators have frequent daily, if brief, contact with the Quality Control Techs both in-person and by phone in order to receive samples and communicate test results. However, this factor is neutral concerning maintenance employees as contact between the two groups is limited to maintenance employees working alongside the Quality Control Techs. In this regard, while the record does not reflect the extent of any direct contact between the maintenance employees and Quality Control Techs, the maintenance employees frequently complete assignments or routine maintenance in the quality control lab while Quality Control Techs are present.

2. Interchange

Interchangeability refers to temporary work assignments or transfers between two groups of employees. Frequent interchange "may suggest blurred departmental lines and a truly fluid work force with roughly comparable skills." *Los Angeles Airport Hilton and Towers*, 287 NLRB 359, 360 (1987). As a result, the Board has held that the frequency of employee interchange 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, 403 fn. 10 (1991) (citing *Spring City Knitting v. NLRB*, 647 F.2d 1011, 1015 (9th Cir. 1081)).

Also relevant for consideration regarding interchangeability is whether there are permanent transfers among employees in the unit sought by a union. However, the existence of permanent transfers is not as important as evidence of temporary interchange. *Hilton Hotel Corp*., 287 NLRB 359, 360 (1987).

The factor of interchange weighs against finding a community of interest in the instant matter. The record contains only one example of a permanent transfer from the quality control position to a production position approximately 30 years ago. The record did not establish any practice of temporary transfers between Quality Control Tech positions and bargaining unit positions.

3. Job Functions

This factor examines whether disputed employees can be distinguished from one another on the basis of job functions, duties or skills. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in one standalone 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 603 (2007); *J.C. Penny Company*, *Inc*., 328 NLRB 766 (1999); *Brand Precision Services*, 313 NLRB 657 (1994); *Phoenician*, 308 NLRB 826 (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, in spite of a lack of common supervision or evidence of interchange. *Phoenician*, supra.

The factor of distinct job function and distinct work is neutral. The record established that Quality Control Techs have distinct job functions and perform distinct tasks that is not performed by bargaining unit employees. However, the record established that the Quality Control Techs and the bargaining unit employees share similar terms and conditions of employment and there is functional integration between the production process and the work performed by the Quality Control Techs. These factors weigh in favor of including the Quality Control Techs with the existing bargaining unit.

4. Organization of the Plant

An important consideration in any unit determination is whether the proposed unit conforms to an administrative function or grouping of an employer's operation. For example, the Board generally would not approve a unit consisting of some, but not all, of an employer's production and maintenance employees. See *Check Printers*, 205 NLRB 33 (1973).

The community of interest factor of departmental organization is neutral in the instant case. The record established that Quality Control Techs are part of a different department than the production and maintenance employees and generally, do not share common supervision except for times when the Quality Control Laboratory Supervisor is not scheduled to work. However, because the bargaining unit includes employees in multiple departments, any difference in department between the Quality Control Techs and Production Operators or maintenance employees is entitled to less weight. *See, Walt Disney Parks and Resorts*, supra at fn. 20, 21 and 26.

5. Terms and Conditions of Employment

Terms and conditions of employment include whether employees receive similar wage ranges and are paid in a similar fashion (for example hourly); 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 facts 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. *Bradley Steel, Inc*., 342 NLRB 215 (2004); *Overnite Transportation Company*, 322 NLRB 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,* 221 NLRB 1145 (1996).

Under the *Armour-Globe* community of interest test, differences in terms and conditions of employment that resulted from collective bargaining are afforded less weight. See, for example, *Public Service Co. of Colorado*, 365 NLRB No. 104, slip op. at 1 fn. 4 (2017); *Frontier Telephone of Rochester, Inc.*, 344 NLRB 1270, 1273 fn. 12 (2005) (then-Member Liebman, concurring); *Oxford Chemicals, Inc.*, 286 NLRB 187, 188 fn. 5 (1987). See also *NLRB v. Klochko Equipment Rental Co*., 657 Fed.Appx. 441, 448 (6th Cir. 2016) (stating, "[T]o deny [an employee's] request to join the collective-bargaining unit based on differences that exist because [he] is not covered by the collective-bargaining agreement would defeat the purpose of the [Act]").

This factor weighs in favor of finding a sufficient community of interest. While the record established differences in terms of wages, wage structure, and other benefits provided for the bargaining unit employees versus the Quality Control Techs, in that these differences are largely due to the collective bargaining agreement, they do not mandate exclusion. There is also, however, some commonality in terms and conditions of employment. Quality Control Techs and the bargaining unit share the same designated shifts-A, B, C, D, are overtime eligible, are paid on an

hourly basis and receive weekly paychecks. Although there are some variations that were not specified on the record, the Quality Control Techs and Production Operators and maintenance employees are generally eligible for the same health insurance, same retirement benefits, and are subject to the same policies and procedures.

6. Skills, Duties, and Training

The record is clear that performing the work of Quality Control Techs requires a different skill set than that of the bargaining unit employees. Further, while initial new hire training is universal to all employees, training for each group's actual job skills is conducted on the job in their respective departments. Quality Control Techs and Production Operators must be able to use certain computer systems, such as LIMS. As such, this factor weighs in favor of the Quality Control Techs' inclusion in the existing unit.

7. Common Management and Supervision

Another community-of-interest factor is whether the employees in dispute are commonly supervised. In examining supervision, most important is the identity of employees' supervisors who have the authority to hire, to fire or to discipline employees (or effectively recommend those actions) or to 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 Associates*, supra at 402; *NCR Corporation*, 236 NLRB 215 (1978). The fact that two groups of employees are separately supervised weighs in favor of finding against their inclusion in the same unit, but does not mandate separate units. *Casino Aztar*, supra at 607, fn 11. Rather, more important is the degree of interchange, contact and functional integration. Id. at 607.

The record evidence reflects that the Quality Control Techs and Production Operators share common supervision when the Quality Control Laboratory Supervisor is not scheduled, i.e. evenings, nights and weekends. As the Employer's operation runs 24/7, the Production Operators and Quality Control Techs work around the clock. However, the Employer employs only one Quality Control Laboratory Supervisor, and this individual works an eight-hour day, Monday through Friday. When the Quality Control Laboratory Supervisor is not present, i.e., evenings, nights, and weekends, the Quality Control Techs report to supervisors under the production chain of command for emergencies, gross misconduct, or immediate operational issues. The record established, during these off-shift hours that if Quality Control Techs experience uncertainty in sampling or lab equipment problems that they would first check their instructional binders for solutions and then seek assistance from a chemist working during that shift or contact the off-duty Quality Control Laboratory Supervisor for guidance. Such examples of this actually occurring were not provided on the record.

8. Bargaining History

Bargaining history can be a community of interest factor where it is recent and significant and involves the petitioned-for employees. In an *Armour-Globe* context, the petitioned-for voting group will generally lack a relevant history of collective bargaining while the existing unit typically

has a significant history of representation. Such is the case here. To apply a bargaining history criterion to the existing unit of represented employees would predispose the Board against finding a community of interest in any *Armour-Globe* case. Thus, there is no bargaining history relevant to the community of interest analysis in the instant *Armour-Globe* dispute, as there is no evidence that the petitioned-for Quality Control Techs have been represented by a labor organization. See, for example, *Alaska Communications Systems Holdings, Inc.*, 6 F.4th 1291, (2021).

V. 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. Specifically, the factors of functional integration, frequency of contact, and terms and conditions of employment weigh in favor of finding a community of interest. While the record established some differences in terms of departmental organization, job function and skills, interchange and supervision these differences are outweighed by the other factors. Accordingly, I find that the Quality Control Techs share a sufficient community of interest with the existing bargaining unit.

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

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.[9]/

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

4. The Petitioner claims to represent certain employees of the Employer.

5. No collective-bargaining agreement covers the employees in the petitioned-for voting group, and no other bar exists to conducting an election.

6. 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.

[9] The parties stipulated to the following commerce facts: The Employer is a Delaware limited liability company with a facility located at 10851 Energy Hwy, Friendly, WV 26146, the sole facility involved herein. The Employer is engaged in the business of manufacturing silicone and specialty chemicals. During the most recent twelve-month period, the Employer, in the course of its business operations described above, sold goods in excess of $50,000 directly to customers located outside of the State of West Virginia.

7. 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: The presently unrepresented full-time and regular part-time Quality Control Lab Technicians in the following labs: Plant Lab, Chromatography Lab, Spectroscopy Lab, Prep Lab and EP Lab.

   Excluded: All other employees, including all professional & managerial, R&D Lab employees, office/clericals, guards, and supervisors as defined in the act.

VI. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Local 698C of the International Chemical Workers Union Council of the United Food & Commercial Workers Union, AFL-CIO,CLC. If a majority of valid ballots are cast for Local 6898C of the International Chemical Workers Union Council of the United Food & Commercial Workers Union, AFL-CIO, CLC, they will be taken to have indicated the employees' desire to be included in the existing unit of production and maintenance employees currently represented by Local 698C of the International Chemical Workers Union Council of the United Food & Commercial Workers Union, AFL-CIO,CLC. If a majority of valid ballots are not cast for representation, they will be taken to have indicated the employees' desire to remain unrepresented.

A. Election Details

The election will be held on Thursday, January 15, 2026,[10] with polling sessions from 9:00am to 10:00am and 6:30pm to 7:30pm and on Friday, January 16, 2026, with a polling session from 6:30pm to 7:30 pm in the Basement in Building 1 at the Employer's facility located at 10851 Energy Hwy, Friendly, West Viginia, 26146.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending December 28, 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

[10] The Petitioner has waived all 10 of the days that it is entitled to have the Voter List before the election.

as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

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

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **by Monday, January 5, 2026**. 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 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 Notices of Election

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

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: December 31, 2025

/s/ Nancy Wilson

Nancy Wilson
Regional Director
National Labor Relations Board
Region 06
1000 Liberty Ave Rm 916
Pittsburgh, PA 15222-4111