

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27**

ALBERTSON'S LLC

Employer

and

Case 27-RC-373560

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL, LOCAL 555, AFL-CIO**

Petitioner

DECISION AND DIRECTION OF ELECTION

The Petitioner seeks a self-determination election in a unit of all full-time and regular part-time Journeymen and Apprentice Meatcutter, Butcher Block, Meat Wrapper, and Meat Clean-Up employees employed by the Employer at its facility located at 700 State Highway 69, Kuna, ID 83634 (“the Kuna store”), seeking to add these employees to its existing, multilocation unit of employees at facilities in Boise, Nampa, and Caldwell, Idaho.¹ The Employer argues that, although the petitioned-for group of employees is an appropriate unit for the purposes of collective bargaining, it does not share a sufficient commonality with employees in the existing unit and that a self-determination election is therefore inappropriate.

On September 29, 2025,² a hearing officer of the Board held a hearing in this matter, and the parties orally argued their respective positions prior to the close of the hearing. Based on the record and relevant Board law, I find that there is insufficient evidence that the petitioned-for group of employees shares a community of interest with employees in the existing unit and thus direct an election in a standalone unit of employees at the Kuna store.

I. FACTS

A. The Employer’s Operation

The Employer operates grocery stores throughout the United States, including multiple stores in Western Idaho. The Employer’s stores are categorized into 12 divisions based on geographic location. The Kuna store is located in the northern portion of the Mountain West Division. Within each of the Employer’s divisions are subdivided into districts. The northern

¹ See *Armour & Co.*, 40 NLRB 1333 (1942); and *Globe Machine & Stamping Co.*, 3 NLRB 294 (1937). I use the terms “self-determination election” and “*Armour-Globe* election” interchangeably in this decision, while recognizing that *Armour-Globe* elections are not the only type of self-determination election. See, e.g., *Eaton Yale & Towne, Inc.*, 191 NLRB 217 (1971) (self-determination election directed to ascertain whether employees in a craft wished to sever from an existing unit); and *Sonotone, Inc.*, 90 NLRB 1236 (1950) (self-determination election required under Sec. 9(b)(1) to determine whether professional employees wished to be represented in a unit with non-professional employees).

² All dates hereinafter are in 2025 unless otherwise stated.

portion of the Mountain West Division consists of five districts. Each of these districts has a dedicated District Manager and other district-level support personnel.

Although the Employer's divisions may be geographically divided, the same cannot necessarily be said about the districts within the Mountain West Division. The Kuna store is one of 18 stores in District 1 of this division. While 12 of these stores are located within the city limits of Boise, Idaho, the remaining six are varying degrees of distance from the same location. The Kuna store is located approximately 20 miles from Boise; however, Store #155 in Elko, Nevada is over 300 miles from the locus of District 1 stores in Boise.³

District 5 consists of 19 stores in what appears to be two distinct groups. 15 of these stores are located in cities, towns, and hamlets west of Boise toward the Idaho-Oregon state line.⁴ The remaining four stores are located in the Salt Lake City, Utah area, approximately 340 miles from the other grouping of stores in Western Idaho.

Regardless of the geographic distances between stores, the record reflects that each store within the Mountain West Division is organized in an identical fashion. Each store is helmed by a Store Director, who oversees the operations of the entire facility with the assistance of an Assistant Store Director. Each store is subdivided into six departments: Bakery, Deli, Front End, Health/Beauty/Candy, Meat, and Produce. These departments are assigned dedicated department managers.

Per the job description for Meat Managers, the incumbent is responsible for oversight and staffing of the Meat Department, including scheduling, supervising, training, and assigning duties to employees in the department. The Meat Manager is the highest-ranking management official in the Meat Department. Discipline is doled out at either the departmental or the store level, with input from higher-level Human Resources or Labor Relations personnel limited to cases of egregious misconduct.

B. The Parties' Existing Bargaining Relationship

The Petitioner and the Employer have a longstanding collective-bargaining relationship at multiple locations in Idaho, though there is no history of collective bargaining at the Kuna store. The record reflects that the Petitioner represents employees of the Employer in both a multistore bargaining unit and several single-store bargaining units in the greater Boise, Idaho area. Single-store bargaining units represented by the Petitioner include Meat Department employees at the Employer's Caldwell, Emmett, Meridian, Mountain Home, and Twins Falls, Idaho facilities, as well as a standalone Meat Department bargaining unit at its Ontario, Oregon facility. The Petitioner's multistore bargaining unit consists of Meat Department employees at 15 of the Employer's stores in Boise, Caldwell, and Nampa, Idaho. It is this multistore unit to which the

³ Lest this be considered an outlier, Store #4139 in Twin Falls, Idaho is located approximately 125 miles from Boise, and Store #3360 in McCall, Idaho is located approximately 105 miles north of Boise.

⁴ A single location, Store #131, is located in Ontario, Oregon, which abuts the Snake River along the Idaho-Oregon border.

Petitioner seeks to add the petitioned-for Meat Department employees at the Kuna store.⁵ This multistore unit contains stores located in both District 1 and in District 5.

Lead Organizer Grace Korenkov described the evolution of the above-described bargaining units. In late 2021 or early 2022, the Petitioner merged with another local union, Local 368A, and in so doing assumed the responsibility for bargaining most of the aforementioned bargaining units. Since that time, the Union has filed at least six petitions seeking to add Meat Department employees at different stores to the existing, multilocation bargaining unit. In all but the instant case and another involving a remote store location,⁶ the parties stipulated that an *Armour-Globe* self-determination election was appropriate.

C. Meat Department Employees

There is no dispute between the parties that a standalone unit of these employees is an appropriate unit for the purposes of collective bargaining. The record reflects that Meat Department employees are given the same training and generally perform the same work regardless of their location or representational status. Similarly, scheduling practices, issuance of disciplinary actions, decisions regarding overtime, and handling of paid time off are the same at the Kuna store as they are in the existing unit. In addition, workplace policies regarding dress code, tardiness and attendance are almost entirely uniform regardless of whether the employee in question is represented by the Petitioner.⁷

However, there are significant differences in the benefits offered to represented and unrepresented employees.⁸ Specifically, employees at the Kuna store receive what was described as “company benefits,” including an employer-offered health and welfare program and the ability to enroll in a 401(k) retirement account. Employees in the existing unit, however, are entitled to health insurance through a plan offered by the Petitioner and receive a pension by virtue of their inclusion in the existing unit.

The record reflects no instances during the 12 months preceding the hearing during which a Meat Department employee from the Kuna store worked at a location within the existing unit. Similarly, there was no evidence that any employees in the existing unit worked at the Kuna store during the same time frame.

II. ARGUMENTS OF THE PARTIES

In oral argument at the conclusion of the hearing, the Employer asserted that the appropriate bargaining unit consisted of Meat Department employees at the Kuna store and that a self-determination election was inappropriate given the lack of a shared community of interest

⁵ Subsequent references to “the existing unit” should be taken to mean this multistore bargaining unit.

⁶ Specifically, the Petitioner sought a standalone election for Meat Department employees at the Employer’s Payette, Idaho store. The nearest location of the existing bargaining unit is 60 miles from the Payette store.

⁷ Any variations in these policies are minor and based on collectively-bargained policies between the Petitioner and the Employer.

⁸ Although the wage rates for represented employees are included in the relevant collective-bargaining agreement covering the existing unit, the record does not indicate if these wage rates differ from those offered to Meat Department employees at the Kuna store.

between employees in the petitioned-for group and those in the existing unit. The Employer noted that the parties' bargaining history in the area was mixed, as evidenced by the cocktail of single-store and multilocation bargaining units in the Western Idaho area. The Employer also argued that each store, as an autonomous unit, functions on its own. As such, asserted the Employer, the lack of common supervision, when combined with the complete lack of evidence of employee interchange, renders the Petitioner's request for a self-determination election inappropriate.

The Petitioner, meanwhile, disagreed with the Employer's assertion that the bargaining history did not support a self-determination election. The Petitioner argued that the parties' recent, consistent use of *Armour-Globe* elections to add employees at single stores to the existing unit weighs in favor of concluding that a self-determination election is appropriate in the instant matter. The Petitioner additionally asserted that the record demonstrated a commonality of skills and training between the two groups. The Petitioner further argued that the lack of employee interchange in the instant matter is due to contractual language covering employees in the existing unit preventing this practice. As such, the Petitioner contended, this should not be construed against it in determining whether a self-determination election is appropriate.

III. ANALYSIS

A. General Legal Standards

"A self-determination election is the proper method by which a union may add unrepresented employees to the contractual unit." *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990). Before directing such an election, the Board must determine "the extent to which the employees to be included share a community of interest with unit employees, as well as whether the employees to be added constitute an identifiable, distinct segment so as to constitute an appropriate voting group." *Id.*, citing *Capital Cities Broadcasting Corp.*, 194 NLRB 1063 (1972).

B. The Petitioned-For Group Constitutes an Identifiable, Distinct Segment

As an initial matter, there is no dispute between the parties that the petitioned-for group of employees constitutes an identifiable, distinct segment of the Employer's workforce. The record reflects that the petitioned-for group of employees consists of all employees in the Meat Department at the Kuna store. Given the lack of dispute regarding this point between the parties, as well as the record evidence demonstrating that the petitioned-for group of employees is not "an arbitrary segment of...unrepresented employees,"⁹ I conclude that these employees comprise a distinct, identifiable segment of the Employer's workforce.

C. The Petitioned-For Group Does Not Share a Sufficient Community of Interest with Employees in the Existing Unit

Unlike cases in which "a nonpetitioning party contended that additional classifications must be added to the petitioned-for unit in order to make it appropriate...the standard [in self-determination cases] is simply whether the petitioned-for employees share a community of interest

⁹ *Capital Cities Broadcasting Corp.*, 194 NLRB at 1063-1064.

with the existing unit employees.”¹⁰ In determining whether a proposed unit of employees is appropriate, the Board considers “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), citing *Bartlett Collins Co.*, 334 NLRB 484 (2001); and *The Dahl Oil Co.*, 221 NLRB 1311 (1975). The Board also considers, when relevant, the history of collective bargaining in making such determinations. *R-N Market, Inc.*, 190 NLRB 292, 293 (1971). In considering these factors, the Board does not give any factor controlling weight. *Airco, Inc.*, 273 NLRB 348, 348 (1984), citing *E.H. Koester Bakery Co.*, 136 NLRB 1006, 1009-1011 (1962); and *Kalamazoo Paper Box Corp.*, 136 NLRB 134, 136-138 (1962).

1) Departmental Organization

Although employees in the petitioned-for group and the existing bargaining unit are all Meat Department employees, they are in their own, distinct departments at different locations. The Board has held that this factor of the community-of-interest analysis is probative insofar as it demonstrates that two groups of employees share the same department. See, e.g., *MV Transportation, Inc.*, 373 NLRB No. 8, slip op. at 7 (2023). As this is not the case in the instant matter, this factor weighs against the two groups of employees sharing a community of interest.

2) Functional Integration

The Board has held that “functional integration is present when employees must work together and depend on each other in order to accomplish their overall duties.” *Walt Disney Parks and Resorts U.S., Inc.*, supra. Here, the record contains no evidence that employees in the Meat Department at the Kuna store are reliant in any fashion on Meat Department employees in the existing unit. In other words, there is insufficient evidence that these two groups “spend substantial portion[s] of their time working alongside or in close proximity” to one another.” *Home Depot USA, Inc.*, 331 NLRB 1289, 1291 (2000). Thus, I find that the lack of functional integration between the petitioned-for group of employees and the existing bargaining unit also weighs against a conclusion that these groups share a community of interest.

3) Skills, Training, Common Functions and Duties

The record is clear that the petitioned-for employees in the Meat Department at the Kuna store have skills, job functions, and duties that are identical to their counterparts in the existing unit at other stores in Western Idaho. Thus, these factors weigh in favor of concluding that the petitioned-for group of employees shares a community of interest with employees in the existing unit. See, e.g., *Transway, Inc.*, 153 NLRB 885, 887 (1965) (employees spending “substantial portion of their time performing identical functions” to other employees supports a conclusion that a community of interest exists between the two groups).

¹⁰ *Walt Disney Parks and Resorts, U.S., Inc.*, 373 NLRB No. 99, slip op. at 9 (2024) (internal citations omitted) (emphasis in original).

4) Commonality of Wages, Hours, and Working Conditions

The record does not contain evidence regarding what, if any, disparity exists in the wage rates between employees in the petitioned-for group and employees represented by the Petitioner in its existing unit. The record does reflect that, with few exceptions, general working conditions are largely identical across both groups. That being said, the unrepresented group of employees are eligible for different health insurance and retirement programs than the employees represented by the Petitioner; the latter group utilizes the Petitioner's pension program and health and welfare funds, while the former group is eligible for the Employer's 401(k) retirement program and receives health and welfare benefits through the Employer.

Although at first blush, the differences in retirement and health insurance benefits appear significant, the Board has held that such distinctions are less relevant of a consideration in situations like this. Indeed, in *Public Service Company of Colorado*, 365 NLRB 1017, 1017 fn. 4 (2017), the Board noted that "[a]lthough there are certain differences in the employment terms of the petitioned-for and current unit employees, they do not mandate exclusion and may reasonably be expected in the *Armour-Globe* context, where the unit employees' terms are the result of collective bargaining." As such, I conclude that this is a neutral factor in determining whether the two groups share a community of interest.

5) Contact

In making community-of-interest determinations, the Board considers the frequency of contact between the relevant groups of employees. In *Casino Aztar*, 349 NLRB 603, 605 (2007), the Board found it significant that several different classifications "often work side-by-side" and that there was, in some cases, more contact between employees in disparate classifications than within their own classifications. Here, by contrast, there is no evidence that the Kuna store's Meat Department employees ever come into contact with employees in the existing bargaining unit. This lack of contact between the two groups cuts against a finding that the Kuna store employees share a community of interest with employees in the existing unit.

6) Interchange

The same conclusion is warranted with respect to employee interchange. Specifically, in considering this factor, the Board considers both temporary and permanent transfers of employees to be relevant considerations.¹¹ The record reflects that there has been no interchange of employees between the petitioned-for group and the existing unit during the 12 months preceding the hearing. In *Executive Resources Associates*, 301 NLRB 400 (1991), the Board held that "the lack of significant employee interchange between the two groups of...employees is a strong indicator that the [petitioned-for group of] employees enjoy a separate community of interest."¹² As such, this factor weighs against concluding the two groups share a community of interest.

¹¹ *Prince Telecom*, 347 NLRB 789, 793 (2006).

¹² 301 NLRB at 401, citing *Spring City Knitting Co. v. NLRB*, 647 F.2d 1011, 1015 (9th Cir. 1981). Although the issue in that case did not involve a self-determination issue, the Board noted that its consideration of interchange information was "relevant under either the [single-facility] presumption or the community-of-interest analysis..." *Id.*

7) Common Supervision

At each of the stores involved in the instant matter, the Meat Department is overseen by a Meat Manager. This Meat Manager reports to an Assistant Store Director, who in turn reports to the Store Director. The Store Director is beholden to the District Manager. Therefore, there are at least four levels of supervision between the employees at the Kuna store and employees at some of the stores in the existing, multistore unit.¹³ Thus, it cannot be said that the two groups of employees share common supervision in any fashion that would support a community-of-interest finding. The instant case is thus dissimilar from that presented in *Huckleberry Youth Programs*, 326 NLRB 1272, 1274 (1998), where the Board concluded that the lack of first-line supervision was canceled out by the fact that both groups “share...secondary and overall supervision...”¹⁴ As such, this factor weighs against concluding that the two groups share a community of interest.

8) Bargaining History

I conclude that the bargaining history between the Employer and the Petitioner is a neutral factor with respect to the community-of-interest analysis. The Western Idaho area, while including a multistore bargaining unit of Meat Department employees, also contains multiple single-store units of similar composition. The Petitioner argument that the six previous times this issue has arisen regarding Meat Department employees in this area, the parties have stipulated that an *Armour-Globe* election is appropriate. However, “[i]t has long been the Board’s policy not to consider itself bound by a bargaining history (or lack of bargaining history resulting from a[n]...election in a unit stipulated by the parties rather than one determined by the Board.” *Laboratory Corp. of America Holdings*, 341 NLRB 1079, 1083 (2004), citing *Amoco Production Co.*, 233 NLRB 1096, 1097 (1977); and *Mid-West Abrasive Co.*, 145 NLRB 1665, 1667 (1964). Thus, I give no weight to the parties’ recent stipulations regarding self-determination elections among Meat Department employees in the Western Idaho area.

IV. CONCLUSION

Weighing each of the above factors, I conclude that the Employer’s departmental organization of its workforce, as well as the lack of functional integration, contact between employees, employee interchange, and common supervision outweigh the countervailing factors. I, therefore, conclude that holding a self-determination election is inappropriate insofar as the employees in the petitioned-for unit at the Kuna store do not share a community of interest with employees in the existing, multistore unit represented by the Petitioner. I will therefore direct an election in a single-store unit of Meat Department employees at the Kuna store.

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.

¹³ At least some of the stores in the multistore unit are in District 5, thus adding an additional level of corporate hierarchy before a shared supervisory level.

¹⁴ See also *Warner-Lambert Co.*, supra.

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.¹⁵
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time Journeyperson and Apprentice Meatcutter, Butcher Block, Meat Wrapper, and Meat Clean-Up employees employed by the Employer at its Kuna, Idaho facility.

Excluded: Office clerical employees, managers, guards, professional employees and supervisors as defined in the Act, and all other employees.

V. 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 United Food and Commercial Workers International Local 555, AFL-CIO.

A. Election Details

The election will be held on **Friday, December 5, 2025** from **12:00 p.m. – 2:00 p.m.** in the breakroom at the Employer's facility located at 700 East Avalon Street, Kuna, ID 83634.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Saturday, November 22, 2025**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

¹⁵ The Employer, Albertson's, LLC, a Delaware corporation with places of business in several states, including Store No. 3337A located in Kuna, Idaho, is engaged in the business of operating retail grocery stores. During the past calendar year, a representative period of time, the Employer derived gross revenues in excess of \$500,000, and purchased and received goods valued in excess of \$5,000, which goods were shipped directly to the Employer's Kuna, Idaho facility from points outside the State of Idaho.

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

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

C. Voter List

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

To be timely filed and served, the list must be *received* by the regional director and the parties by **November 28, 2025**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

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

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

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

D. Posting of Notices of Election

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

VI. 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: November 25, 2025



MATTHEW S. LOMAX
Regional Director
National Labor Relations Board
Region 27