UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

KGW-TV

Employer

and **Case 19-RC-376874**

IBEW LOCAL 48

Petitioner

DECISION AND DIRECTION OF ELECTION

IBEW Local 48 (Petitioner) seeks a self-determination election under the Board's *Armour-Globe* doctrine, to determine whether a group of 20 producers, digital content producers, and content coordinators (the voting group) should be included in an existing bargaining unit of directors and broadcast engineers, currently represented by Petitioner. KGW-TV (the Employer) maintains the voting group sought by Petitioner is not appropriate under the *Armour-Globe* standard, and that certain included employees are managers or supervisors and are exempt from representation under the National Labor Relations Act (the Act) and must be excluded. The Employer additionally contends the petition is improper because the digital content producers and content coordinators are subject to a planned reorganization in the near future.

A hearing officer of the Board held a hearing in this matter, and the parties subsequently filed briefs with me. As explained below, based on the record and relevant Board law, I do not find the reorganization is a basis for dismissing the petition and the evidence demonstrates that the voting group sought by Petitioner is appropriate under the *Armour-Globe* standard. Further, the evidence does not establish that the employees in question are managers or supervisors, and as such I have directed the election sought.

I. FACTS

The Employer is an NBC affiliate television broadcaster located in Portland, Oregon. In this capacity the Employer operates a newsroom that produces live and recorded programming for traditional broadcast and streaming. As used by the parties the term "newsroom" refers to both the physical space at the Employer's Portland facility, and the approximately 100 employees employed at the Portland facility producing the Employer's news content.

Three labor organizations represent bargaining units at this location: Petitioner, The Screen Actors Guild – American Federation of Television and Radio Artists (SAG-AFTRA), and The International Alliance of Theatrical Stage Employees (IATSE). The existing bargaining unit represented by Petitioner includes directors and broadcast engineers. SAG-AFTRA represents a bargaining unit of on-air reporters and anchors, and IATSE represents a bargaining unit of photographers and editors.

Petitioner seeks to add 10 producers, 7 digital content producers, and 3 content coordinators to its existing unit. The parties agree that the producer classification includes 7 employees classified as producers, 2 employees classified as producer-in-residence, and 1 employee in the senior producer classification. Producer-in-residence refers to a less experienced producer in a training program, and senior producer refers to an experienced producer, but their job functions are not materially different. All are referred to by the parties as producers and this title is used for all 10 employees in this Decision. At points in the record these employees are also referred to as "broadcast producers" because they work almost exclusively on television broadcasts.

The digital content producer classification Petitioner seeks to add includes 6 employees in the digital content producer classification and 1 employee in the senior digital producer classification. Again, senior digital producer is a more experienced employee with the same job duties and functions. In this Decision these 7 employees are referred to by the digital content producer title. Finally, Petitioner also seeks to include 3 content coordinators in the existing unit. These employees were previously referred to as staffing the "assignment desk," and that is how they are referred to on the petition and at points in the record. In this Decision these employees are referred to as content coordinators.

The Employer broadcasts between 5 and 6 hours of news most weekdays, spread throughout the morning, midday, and evening hours. These broadcasts, and several additional hours of news content, are available to streaming viewers. The newsroom also operates on the weekend, although generally with a more limited scope and with a different offering of programs. Preparing for these broadcasts follows a similar schedule each day. In the morning, after the morning programs but before the midday offerings, editorial management, including the news director, assistant news director, and executive producers meet to discuss overnight events and what news is expected during the upcoming day. They then meet at 9:30 a.m. with most of the newsroom employees for an editorial meeting, where the staff come together and review what will be covered, its priority, and who is assigned to what story. After the midday programs are broadcast a second editorial meeting is held at 2:30 p.m. to prepare for the evening broadcasts.

A. Organization and Supervision

The News Director is the most senior individual at the Portland facility and the head of the news department. Approximately 15 employees report directly to the News Director. This includes some individuals, such as news anchors, that do not have any direct reports but also positions that themselves manage teams of employees. Four individuals reporting to the News Director are of particular importance to this case: (1) News Operations Manager, (2) Assistant News Director, (3) Digital Director, and (4) Content Discovery Center Manager. Most of the employees in the existing unit report to the first individual, the employees in the voting group sought report to the latter three.

Petitioner's existing unit consists of directors and broadcast engineers. The directors are located in the news department and are discussed below. The broadcast engineers, who maintain and repair the software and equipment that is used in the newsroom, are not part of the news department and do not report directly to the News Director, they instead report to the Employer's Head of Technology & Operations. The individuals in the broadcast engineer classification have individual titles on the Employer's organization chart – maintenance engineer, broadcast technician, and technician/maintenance – but consistent with the usage of the parties in this decision they are referred to collectively as broadcast engineers.

The employees in the news department that are involved in the present case are described below.

Directors

Approximately 10 employees report directly to the News Operation Manager. This includes 7 directors and 3 editors. The directors are included in Petitioner's existing unit while the editors are represented by IATSE.

Producers

Approximately 35-40 employees report to the Assistant News Director, including anchors, investigative journalists, and executive producers. Three executive producers in turn each manage a team of approximately 8 employees. These multi-disciplinary teams consist of producers, journalists, editors, and photographers. Petitioner seeks to represent the producers on these teams. It is not clear from the record whether the journalists on these teams are represented by SAG-AFTRA but as previously noted, the editors and photographers are represented by IATSE.

Digital Content Producers

The Digital Director supervises the 7 employees in the digital content producer classification, all of whom are in the voting group sought.

Content Coordinators

In seeking to represent the employees at the "assignment desk," Petitioner seeks to include 3 content coordinators, also referred to as content discovery editors, in the voting group. These employees report to the Content Discovery Center Manager.

The Employer notified impacted employees by email on December 5, 2025, that it intends to reorganize the "digital and assignment desk teams" – the 10 digital content producers and content coordinators – in a combined "story management desk." The email stated additional details would be forthcoming in the following weeks and months but did not contain specific information on the change. At hearing, the News Director estimated the current timetable was to make the change after the Winter Olympics in February of 2026.

B. Skills, Training, and Job Functions

Directors

Directors take the outline for a news segment – such as when to play a certain video – and put this in practice with technical decisions and specific instructions. This is done by using software to code the way a news broadcast will be constructed and when switching will occur, referred to as the "rundown." This is work done at a workstation, but during a broadcast a director will be in the control room with the producer of the newscast to monitor the switches and adjust if necessary. In the control room a director will use an earpiece and microphone to communicate with the producer, anchor, and others working on a program during its broadcast.

Unlike other positions at issue in the instant case directors typically do not write and produce news content but are instead focused on this technical aspect of broadcasting. However, the director job description is generally similar to that of the classifications in the voting group, referencing a bachelor's degree in communications or equivalent experience, excellent communication skills, and the ability to work a flexible schedule. The position description also

identifies requirements specific to the director position, such as work with video switchers and newsroom computer systems including ENPS, Chyron, and BitCentral.

Producers

Producers are typically assigned to a certain newscast, and they create the structure for that newscast, following a daily cycle to develop the content of a program. This includes the producer gathering information on the day's events and attending the editorial meetings described above. A producer will also meet individually with an executive producer and the assistant news director to refine the content of the program. Once the general decisions regarding the structure and content of a given newscast are made, a producer creates the rundown in the ENPS software, giving the program a specific set of segments and a sequence.

Producers make decisions regarding the presentation of a story, for example whether an anchor will present a story while sitting at a desk or standing in front of a screen. A producer will make some decisions on who is involved in a newscast, but this is not entirely at their discretion. For example, producers do not decide the anchor on their newscast, these are assignments made at a higher level. A producer may or may not decide which of the available reporters on a shift will be assigned to a specific story. The record indicates factors such as reporter knowledge or physical proximity could be considered in making these assignments. A producer may also choose a specific editor to work on a segment because of an editor's particular skills, although this is the exception, not the norm.

Once initial decisions are made a producer will track the progress of the stories, checking with reporters in the field, editors working on video and sound, and directors coding the production. As noted, during the newscast, the producer for that program will be in the control room along with a director.

The job description in the record for the producer classification indicates a preference for a journalism or communications degree, or equivalent experience. It also highlights a producer's need to have journalistic judgment, ethics, and the ability to make a compelling newscast. It makes repeated reference to the importance of communication skills.

Digital Content Producers

Digital Content Producers write stories, create video, and curate existing material for posting to the Employer's digital platforms, including its mobile app, website, social media pages, and streaming service. Digital Content Producers do this independently but may work with reporters in posting that reporter's work to these digital platforms. The job description for the digital content producer states the position requires a journalism or communications degree, or equivalent experience, and the ability to create and edit stories and video.

Content Coordinators

Content Coordinators monitor sources of information in the community to identify possible news stories. These sources of information can include police scanners, social media, or direct contact such as a phone call or an email. As they collect this information, they also disseminate it to other employees in the newsroom, including reporters and producers. Content Coordinators are not limited to simply disseminating information, they may also function similar to a digital content producer, independently writing up a story and posting it to digital platforms if a digital content producer is not available. As with producers and digital content producers, a critical skill for

content coordinators is the ability to assess the newsworthiness of an event, tip, or other piece of information.

One of the content coordinators is identified as a "photographer" in the Employer's organization chart but is categorized as content coordinator on the voter list. The record indicates this individual is trained as a photographer and video editor and will post content at times. However, all parties agree the individual is not included in the IATSE bargaining unit. A job description for the content coordinator position is not included in the record.

C. Functional Integration

The employees at issue all work in a single newsroom. That newsroom creates numerous broadcasts, but each broadcast is a multi-disciplinary effort with multiple distinct phases and roles. Other content created by the newsroom, such as a story or video posted directly to the Employer's digital platforms, may be limited to a single employee. However, as would be expected in a technologically dependent workplace, even this content that is produced by a single or small number of employees relies on the broadcast engineers and others to keep the Employer's equipment operating.

D. Interchange and Contact

The Employer's facility is a three-story building, with the newsroom located on the ground floor. This space consists of a studio, a control room, and a large, open area with desks and other workstations for employees. This open area is surrounded by supervisory and management offices, as well as conference rooms used by the newsroom employees. The directors in Petitioner's existing unit and the employees in the voting group classifications all work in this area. The workspace of the broadcast engineers is adjacent to the newsroom, located down a hallway. All employees at the station share the same common spaces, ranging from the breakroom to the parking lot.

Employees in the newsroom are in regular contact, starting with the daily editorial meetings. The employees in the voting group sought attend the daily editorial meetings. It is not clear from the record whether directors in the existing unit attend, but the record establishes they work with producers daily. Directors work with producers in preparing the broadcast, and during a broadcast a director and producer will typically be working side-by-side in the control room. Throughout the day content coordinators are monitoring multiple sources of information. When an unscheduled event takes place they function as dispatchers, making sure producers and others are aware of breaking news.

The record contains some evidence of temporary or permanent interchange within the voting group. Producers may cover a digital content producer shift occasionally, estimated a few times a year, but this does not occur in the opposite direction. Content coordinators do not necessarily cover a digital content producer shift, but will occasionally act as digital content producers, posting content online. There is also some evidence of long-term interchange within the voting group classifications, as one of the digital content producers was previously a producer employed on broadcast programming. There is no evidence of temporary or permanent interchange in or out of the director classification.

The record does not quantify the frequency of contact between the broadcast engineers and the employees in other classifications. As with the directors, there is no evidence of temporary or permanent interchange between the broadcast engineer and other classifications.

E. Terms and Conditions of Employment

The terms and conditions of employees in Petitioner's existing unit are covered by that unit's collective bargaining agreement. The employees in the voting group classifications are employed by contract or at-will employment. The Employer hires producers and digital content producers pursuant to personal service contracts, these are two- or three-year agreements that establish the employees' terms and conditions of employment including wages, benefits, and bonuses. At the end of the contract an employee may request renewal or have their employment converted to an ongoing at-will relationship. Content coordinators are hired as at-will employees.

The record does not contain wage rates, either those of employees in Petitioner's existing unit or employees in the voting group, but the record does indicate employees in both are paid an hourly wage. All the employees at issue record their time on digital timecards using the same system. All employees are covered by the same policies, including the Employer's principles of ethical journalism.

The station operates 24 hours a day, 7 days a week. Employees will typically have a regular 8-hour shift but start times are staggered to establish around the clock coverage. All employees at issue – both in Petitioner's existing unit and the voting group – are required to have flexibility in their schedule due to the nature of breaking news. Employees are scheduled by their respective first line supervisors.

II. ANALYSIS

A. Whether an Imminent Change Requires Dismissal of the Petition

The Board has held, when faced with an expanding or contracting bargaining unit, the question is whether the employee complement is substantial and representative of the workforce. *Yellowstone International Mailing*, 332 NLRB 386 (2000). If not, it may be appropriate to dismiss a petition, and similarly a petition may be dismissed if a party asserting an imminent cessation of operations can demonstrate, through concrete evidence, that cessation is both imminent and definite. *Retro Environmental, Inc.*, 364 NLRB No. 70, slip op. at 4 (2016); *Hughes Aircraft Co.*, 308 NLRB 82, 83 (1992); *Martin Marietta Aluminum*, 214 NLRB 646, 646–647 (1974).

Here, the Employer asserts the Petition should be dismissed because it seeks an election in a voting group where it intends to merge two classifications – digital producers and content coordinators – in the near future. Alternatively, the Employer seeks to have the Petition stayed until the merger is complete. As described by the Employer, the titles will be eliminated and a new title will be created, the duties of the prior positions will merge, and the employees in these positions will be cross trained.

Change is a constant element of the workplace. Yet, the Board will only dismiss a petition if it is premature or the employer has definite plans to cease operations. Neither is asserted to be the case here, and the Employer does not cite to cases where the Board has dismissed or stayed petitions because of this type of change. Even assuming the changes will occur as the Employer contends, there is no basis in Board law for what the Employer seeks. Accordingly, I decline to dismiss or stay the instant petition and instead move to the question of whether the election sought is appropriate under *Armour-Globe*.

B. Whether An *Armour-Globe* Election is Appropriate

Under the Board's *Armour-Globe* doctrine, *Armour & Co.*, 40 NLRB 1333 (1942), and *Globe Machine & Stamping Co.*, 3 NLRB 294 (1937), employees sharing a community of interest with an already represented unit of employees may vote whether they wish to be included in the existing bargaining unit. *NLRB v. Raytheon Co.*, 918 F.2d 249, 251 (1st Cir. 1990). When an incumbent union seeks to add a group of previously unrepresented employees to its existing unit and no other labor organization is involved, the Board conducts a self-determination election provided that the employees to be added constitute an identifiable, distinct segment and share a community of interest with unit employees. *See, e.g.*, *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990); *Capital Cities Broadcasting Corp.*, 194 NLRB 1063 (1972).

When a petitioner seeks such an election the first consideration is whether the voting group sought is an identifiable, distinct segment of the workforce. *St. Vincent Charity Medical Center*, 357 NLRB 854, 855 (2011) (citing *Warner-Lambert*, 298 NLRB at 995). Whether a voting group is an identifiable, distinct segment is not the same question as whether the voting group constitutes an appropriate unit; the analysis if a petitioner was seeking to represent the employees in a standalone unit. *St. Vincent*, 357 NLRB at 855. Instead, the identifiable and distinct analysis is merely whether the voting group sought unduly fragments the workforce. *Capital Cities Broadcasting Corp.*, 194 NLRB 1063 (1972).

If the voting group sought is an identifiable and distinct segment of the workforce, the question then is whether the employees in that voting group share a community of interest with the existing unit. See *St. Vincent*, 357 NLRB at 855. This inquiry requires application of the Board's traditional community of interest test. *United Operations, Inc.*, 338 NLRB 123, 123 (2002). The Board has found that in the self-determination context, differences in employment terms that result from collective bargaining do not mandate exclusion. *Public Service Co. of Colorado*, 365 NLRB No. 104, slip op. at 1, n.4 (2017).

Before turning to the *Armour-Globe* analysis I note the Employer contends that a self-determination election is only appropriate where the unit is small, seeking to add one or only a few employees to a larger, existing unit. I do not find this is part of the *Armour-Globe* standard. This may be the context for some self-determination elections – and it was in the cases cited by the Employer on brief – but these cases do not stand for the proposition that some size ratio is required. As described above, an *Armour-Globe* election to include unrepresented groups in an existing unit is appropriate where the employees to be added constitute an identifiable, distinct segment and share a community of interest with employees in the existing unit.

1. Identifiable and Distinct Segment

In *St. Vincent*, the Board concluded that a petitioned-for group of employees in a single classification constituted an identifiable and distinct group, appropriate for an *Armour-Globe* election, because the employees were employed in a single department, worked in the same physical location, and shared the same supervision. *St. Vincent Charity Medical Ctr.*, 357 NLRB at 855-856. The Board reached the opposite conclusion in *Capital Cities Broadcasting Corp.*, 194 NLRB 1063, 1064 (1972), finding the voting group sought was arbitrary, and inappropriate for an *Armour-Globe* election, because the employees in the voting group were scattered across various unrepresented departments and lacked such similarities.

Here, producers, digital content producers, and content coordinators in the voting group sought by Petitioner are all positions in the news department. Petitioner contends because it seeks all the employees in these positions, and because these positions are limited to specific

classifications created by the Employer, the voting group is identifiable and distinct. In contrast, the Employer contends these classifications are not identifiable and distinct because the employees in these classifications report to different supervisors, and because other labor organizations represent employees as well as Petitioner. Regarding the first contention, the Board has not held that a voting group must be contained in a single department or report to a single supervisor. The Employer's argument raises a consideration to a requirement. That the employees in each classification report to a different supervisor weighs only minimally in favor of the Employer's argument, in particular because these employees report to the same supervisor at the second level as a function of being in the news department.

Regarding the Employer's second contention, the Employer's contention appears to be that it already has a fragmented workplace because multiple unions represent employees, to allow additional employees to be added to an existing unit would only increase this fragmentation. This is not how the Board has conceptualized fragmentation in this context, and I do not find the existence of multiple bargaining units in a workplace inherently fragments a workplace.

The question of fragmentation is instead, to use an example in this case, whether it is appropriate to include the producers, a single classification on a multi-disciplinary team, in the voting group. Here, including the producers in the voting group does not increase fragmentation in the workplace because the other employees on these teams reporting to the Assistant News Director are already represented. To the extent Petitioner is seeking to represent the only unrepresented employees on these teams I do not find that to be unduly fragmenting the Employer's workforce.

The Employer argues it is necessary to disturb the existing units because Petitioner seeks a self-determination election, this is not supported by the Board's decisions in the *Armour-Globe* context. Instead, because the classifications in the voting group are identifiable and distinct, the first part of the *Armour-Globe* standard is met, and it is appropriate to move to the question of a community of interest between Peititoner's existing unit and the voting group.

2. Community of Interest

Once it has been determined that the employees in the voting group are an identifiable and distinct group the question is then whether they share a community of interest with employees in the existing unit. *St. Vincent*, 357 NLRB at 855. This inquiry requires application of the Board's traditional community of interest test, including an analysis of shared departmental organization, supervision, skills, training, and job functions, functional integration, contact and interchange, and terms and conditions of employment. *United Operations, Inc.*, 338 NLRB 123, 123 (2002).

i. Organization and Supervision

An important consideration in any unit determination is whether the proposed unit conforms to an administrative function or grouping of an employer's operation. Thus, for example, generally the Board would not approve a unit consisting of some, but not all, of an employer's production and maintenance employees. See, *Check Printers, Inc.* 205 NLRB 33 (1973). However, in certain circumstances the Board will approve a unit in spite of the fact that other employees in the same administrative grouping are excluded. *Home Depot USA,* 331 NLRB 1289, 1289 and 1291 (2000).

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 providing guidance on a day-to-day basis. *Executive Resources Associates*, supra at 402; *NCR Corporation*, 236 NLRB 215 (1978). Common supervision weighs in favor of placing the employees in dispute in one unit. However, the fact that two groups are commonly supervised does not mandate that they be included in the same unit, particularly where there is no evidence of interchange, contact or functional integration. *United Operations*, supra at 125. Similarly, the fact that two groups of employees are separately supervised weighs in favor of finding against their inclusion in the same unit. However, separate supervision 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.

As noted, the voting group sought conforms to an administrative grouping of the Employer, and this grouping – the news department – is shared with at least some of the employees in the existing unit, the directors. However, within the news department the directors, producers, digital content producers, and content coordinators do report to different first line supervisors. The broadcast engineers are entirely outside the news department, and report to the Head of Technology & Operations, a separate first line supervisor and a separate reporting chain.

Because some of the employees in the existing unit are located in the news department, as are the employees in the voting group, there is some evidence in support of Petitioner's position regarding organization and supervision. However, because of the different first line supervisors and the separate grouping of the broadcast engineers the Employer also can point to evidence in its favor. Ultimately, organization and supervision are essentially neutral factors.

ii. Skills, Training, and 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 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 lack of common supervision or evidence of interchange. *Phoenician*, supra.

Some skills and job functions of the employees in the voting group are distinguishable from those of the directors and broadcast engineers. The work of directors is largely technical and does not include the writing and creating that is central to the work of the classifications in the voting group. The job functions and skills of the broadcast engineers are similarly technical in nature and similarly do not involve writing or creating news stories. However, crossover does exist. Both directors and producers utilize ENPS software to manage the rundown, and the job

descriptions of the director and the positions in the voting group highlight the importance of communication skills.

On balance, I find the skills, training, and job functions factor is also essentially neutral as it relates to the community of interest between Petitioner's existing unit and the voting group.

iii. Functional Integration

Functional integration refers to when employees' work constitutes integral elements of an employer's production process or business. Thus, for example, functional integration exists when employees in a unit sought by a union work on different phases of the same product or as a group provides a service. Another example of functional integration is when the Employer's workflow involves all employees in a unit sought by a union. 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.

In this matter the record reveals that the employees in the voting group are functionally integrated with Petitioner's existing unit. Directors and producers work on different phases of a news broadcast, and the news broadcast could not be completed without directors and producers completing their individual duties. Producers create the rundown that then guides the directors in their work, and the two classifications work side by side in the control room during a broadcast.

Digital content producers and content coordinators do work independently, and the record does not indicate their work is functionally integrated with that of the directors or the broadcast engineers. However, given the extremely high level of functional integration that exists between the directors and the producers, this factor weighs in favor of finding a community of interest between Petitioner's existing unit and the voting group.

iv. Contact and 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." *Hilton Hotel Corp*., 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, 401 (1991), citing *Spring City Knitting Co. v. NLRB*, 647 F.2d 1011, 1015 (9th Cir. 1081). Also relevant for consideration with regard to 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*, supra.

The amount of work-related contact among employees, including whether they work beside one another, is also relevant. Thus, it is important to compare the amount of contact employees in the unit sought by a union have with one another. See for example, *Casino Aztar*, 349 NLRB 603, 605-606 (2007).

The record reveals no interchange between the directors and broadcast engineers in Petitioner's existing unit and the voting group classifications, either temporary or permanent. The record contains some evidence of permanent and temporary interchange, but this is entirely within

the voting group classifications, such as a producer occasionally covering a digital content producers shift.

There is evidence of significant work-related contact between the employees in the existing unit and the employees in the voting group, as well as evidence that the two groups of employees work in the same areas. As noted, directors and producers work together on a daily basis, including working side by side in the studio during a broadcast. Directors, producers, digital content producers, and content coordinators all work in a single, open newsroom and utilize the same shared spaces at the Portland facility. The broadcast engineers have a workspace down the hall from the newsroom, but this is minimal separation, and at least part of their time is spent working on equipment in the studio, control room, or other parts of the newsroom.

Although the employees in Petitioner's existing unit do not have interchange with the employees in the voting group sought, I find this is outweighed by the significant and regular contact between both groups as employees in the newsroom. Accordingly, I find this factor supports finding a community of interest between Petitioner's existing unit and the voting group.

v. Terms and Condition 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). The Board has found that in the self-determination context, differences in employment terms that result from collective bargaining do not mandate exclusion. *Public Service Co. of Colorado*, 365 NLRB No. 104, slip op. at 1, n. 4 (2017).

In the instant case the record reveals that employees in the voting group have some common terms and conditions of employment with employees who are in Petitioner's existing unit. These include being hourly employees, being subject to the same work rules, and policies related to ethical journalism. The position descriptions for all the employees in question emphasize the need for flexibility in scheduling given the Employer's around-the-clock operation.

The Employer argues that the primary difference in terms and conditions of employment is the *form* by which these conditions are set. Specifically, employees in Petitioner's existing unit have their terms and conditions set by collective bargaining agreement, while producers and digital content producers have theirs set by contract or at-will employment. All content coordinators are at-will employees. However, placing form over substance like this is a misplaced analysis of the community of interest because it merely restates the relative position of the employees. In the self-determination context the existing unit will almost always have a collective bargaining agreement, these employees will already be represented, and the voting group will be at-will, they are by definition unrepresented.

The record does not demonstrate that the personal service contracts highlighted by the Employer result in the substantive differences in the terms and conditions of employment. The evidence that does exist regarding the substance of the employees' terms and conditions demonstrates a similarity that supports finding a community of interest between the employees in Petitioner's existing group and the voting group sought.

3. Conclusion Regarding Appropriateness of an *Armour-Globe* Election

Having examined the record evidence addressing the community of interest between Petitioner's existing unit and the employees in the voting group, it is apparent a community of interest exists. The high level of functional integration and contact present in the workplace, as well as the similar terms and conditions of employment, support this conclusion. Having found the voting group sought is identifiable and distinct, and that this voting group shares a community of interest with Petitioner's existing unit, the *Armour-Globe* standard has been met and I have directed the election Petitioner seeks. The remaining question is whether certain employees alleged to be statutory supervisors or managerial employees are properly excluded from the voting group.

C. SUPERVISORY STATUS

Section 2(11) of the Act defines the term "supervisor" as those employees having the "authority; in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action." Possession of any one of these factors will confer supervisory status if the authority is exercised with independent judgment and not in a routine manner. *Oakwood Healthcare, Inc.,* 348 NLRB 686 (2006); *NLRB v. Kentucky River Community Care, Inc*., 532 U.S. 706, 711 (2001). The burden of establishing supervisory status rests on the party asserting that status. *Id*.

While the party asserting supervisory status need not show that the authority has been exercised, it must show that the employee "actually possesses" the authority at issue. *Mountaineer Park*, 343 NLRB 1473, 1474 (2004). "[P]urely conclusory" evidence is not sufficient to establish the existence of supervisory authority. *Golden Crest Healthcare Center*, 348 NLRB 727, 731 (2006).

1. Assign

In the § 2(11) context, "assignment" is defined as the "giving [of] significant overall duties, i.e., tasks, to an employee," but "significant overall duties" do not include "ad hoc instructions to perform discrete tasks." *Oakwood Healthcare*, 348 NLRB at 689. Assignment also includes designating an employee to a place, such as a location, department, or wing, and appointing an employee to a time, such as a shift or overtime period. *Id*. Distributing assignments to equalize work among employees' well-known skills is considered a routine function not requiring the exercise of independent judgment. *The Arc of South Norfolk,* 368 NLRB No. 32, slip op. at 4, citing *Oakwood* at 689, 693, 695.

The Employer maintains the producers, when working on a news broadcast, meet the requirements of statutory supervisors because they assign other employees, specifically editors, reporters, anchors, and directors, to a time, place, or significant overall duties. Petitioner maintains the producers make decisions regarding how the broadcast is presented, but do not assign reporters to stories or otherwise make decisions regarding who does what work on a newscast.

As an initial matter, I do not find that the decisions made regarding whether an anchor sits at a desk or stands in front of a screen during a newscast qualify as assigning employees to a "place." It is undisputed producers make these decisions, and technically this is deciding where the anchor is located in the studio, this is too literal a reading of the term "place" in the context of the assignment factor. As discussed in *Oakwood*, the "place" where an employee works is part of their terms and conditions of employment because good and bad assignments may exist and the ability to decide who is assigned to which has impact. Where to locate an anchor on a broadcast is not consistent with the Board's reasoning regarding assignment to a place in *Oakwood*.

The record does demonstrate that producers make many decisions – where to locate an anchor, when a graphic will be used, or when a camera will switch from a reporter in the field to an anchor in the studio – in creating the rundown. These decisions inevitably impact on others in the newsroom, but the record fails to establish these choices constitute an assignment of significant overall duties, a time, or a place. Producers do not select the anchors for their newscast, the reporters assigned to a story, the editors or the directors working on a newscast. The record indicates they may have input or make changes, but the reasons provided for assigning a reporter to a story are location and subject matter familiarity, which is consistent with a routine function. Similarly, a producer may seek out a specific editor to work on graphics in a segment because that editor is known to have particular skill with graphics, but this type of recognition of well-known skills is, as described in the cases cited above, is a routine function that does not require the use of independent judgment.

Both the Employer and Petitioner cite on brief to cases where the Board has addressed the supervisory status of producers in the television industry. The consistent thread in these cases is not that a broad decision cannot be made based on title alone, but instead it is necessary to examine the facts of the particular producer in each case. I additionally note that many of these cases pre-date *Oakwood* and the other cases cited above. Indeed, the Board's most recent decision addressing television producers, *Peacock Production of NBC Universal Media, LLC,* 364 NLRB 1523, 1523 (2016), specifically references *Oakwood, Kentucky River,* and *Golden Crest Healthcare*, all cited above, in finding the producers in that case did not demonstrate the authority to make assignments sufficient to make them statutory supervisors.

Given the evidence in the record the producers do not have the authority to "assign" utilizing independent judgment sufficient to meet the requirements of §2(11).

2. Responsibly Direct

The Board has defined "responsibly to direct" in §2(11) as: "If a person on the shop floor has 'men under him,' and if that person decides 'what job shall be undertaken next or who shall do it,' that person is a supervisor, provided that the direction is both 'responsible'... and carried out with independent judgment." *Oakwood*, 348 NLRB at 691. The Board explained that direction is "responsible" when the person delegating the task is held accountable for the performance of the task by others and there is the prospect of adverse consequences if the tasks are not performed properly. *Id.* at 692. For example, lead persons in a manufacturing setting were held accountable where they received written warnings because their crews failed to meet production goals. *Croft Metals*, 348 NLRB at 722. On the other hand, when a charge nurse was disciplined for failing to make fair assignments, she was held accountable only for her own performance and not that of other employees. *Oakwood*, 348 NLRB at 695.

The Employer contends that producers responsibly direct employees because they are responsible for the overall quality of their assigned newscast. The record contains evidence that this is generally true, including descriptions of producers meeting with others after a newscast to debrief, but it is not self-evident that this type of general responsibility equates to the producer being held accountable for the performance of other employees working on the newscast. To show this accountability, the Employer refers to a specific example in a producer's evaluation.

In that document, the manager states, "I want [the producer] to focus on consistently building stronger tops of shows and finding ways to make them stand out." This comment does reinforce the general point, producers are evaluated on the overall broadcast, but this direction is squarely focused on the producer. The direction could reference any number of professional decisions made by the producer in creating the "tops." This could be a reference to the producer's assessment of newsworthiness, the copy the producer writes, or any other number of decisions made by a producer. However, the comment does not include any reference to other employees working on the newscast, or any specific action taken by another employee that is held to be the responsibility of the producer.

Based on the evidence in the record, the producers do not meet the "responsibly to direct" language in §2(11). Because the producers neither assign nor responsibly direct they are not statutory supervisors and are properly included in the voting group sought by Petitioner.

D. MANAGERIAL STATUS

The Act makes no provision for "managerial employees;" this category of personnel has been excluded from the protection of the Act by Board policy. Managerial status is reserved for those in executive-type positions, the true representatives of management who formulate and effectuate high-level employer policies or "who have discretion in the performance of their jobs independent of their employer's established policy." *General Dynamics*, 213 NLRB 851, 857 (1974). The Supreme Court defines managerial employees as those who "formulate and effectuate management policies by expressing and making operative decisions of their employer." *NLRB v. Bell Aerospace Co*., 416 U.S. 267 (1974). The Court has further clarified that an employee may only be excluded as managerial if he "represents management interests by taking or recommending discretionary actions that effectively control or implement employer policy." *NLRB v. Yeshiva University*, 444 U.S. 672, 683 (1980). The party seeking to exclude an individual as managerial bears the burden of proof. *LeMoyne-Owen College*, 345 NLRB 1123, 1128 (2005); *Waste Management de Puerto Rico*, 339 NLRB 262, 279 (2003).

The Employer contends the digital content producers are managers consistent with Board policy because they have editorial control over what stories they publish. Specifically, they decide independently what merits posting to the Employer's digital platforms, without approval of anyone else in the news department. The Employer argues this autonomy demonstrates discretion independent of the Employer's policies. The Employer cites to *The Republican Co*., 361 NLRB 93 (2014), for the holding that an employee responsible for the content of a newspaper's editorial page was a managerial employee, and argues the present case is analogous.

The Board in *The Republican Co.* held that the editorial page editor was a managerial employee because that employee formulated, determined, and effectuated the newspaper's editorial policies, with only occasional and minor input by the newspaper's publisher. *Id.* at 96. In finding managerial status, the Board contrasted this editorial page editor with editors that had less authority, and were subject to far greater oversight, citing *Suburban Newspaper Publications, Inc.*,

226 NLRB 154 (1976) and *Bulletin Co.*, 226 NLRB 345 (1976). In *Suburban*, the employees in question drafted editorials, but those editorials, particularly political endorsements, were often discussed with an executive editor prior to publication and occasionally changed by the executive editor. *Id.* at 156-157. In *Bulletin*, the Board held editorial writers were not managerial when an editorial page editor and publisher were involved in the process. *Id.* at 356-358.

The Employer acknowledges the editorial nature of the cases above but argues this distinction between news and editorials is outdated in the modern news environment. The Employer asserts that the ability to decide what is news – a piece of information's newsworthiness – is inherently managerial. Here, because digital content producers are independently making newsworthiness decisions with minimal input from others they are asserted to have discretion outside the Employer's policies.

The cases cited by the Employer are clearly distinguishable on the basis they involve editorial decision making. It would appear the Employer is instead arguing for a change in the law, that the Board should abandon this distinction between editorial decision making and decision making regarding newsworthiness. Regarding that argument, I am bound by the decisions of the Board and do not find it necessary to consider the change the Employer is arguing in favor of adopting.

For the reasons described above, digital content producers are not managerial employees such that they should be excluded from the voting group sought.

III. CONCLUSION

For the reasons stated and based on the record evidence and relevant Board law, the Employer's reorganization is not a basis for dismissing the petition or holding the petition in abeyance. Further, the evidence demonstrates the voting group sought by Petitioner is both an identifiable and distinct portion of the workforce and one that shares a community of interest among itself and with Petitioner's existing bargaining unit. As a result, I find the voting group sought is appropriate under the *Armour-Globe* standard and I have directed the election requested. Finally, the evidence does not establish that the producers are statutory supervisors, or that the digital content producers are managerial employees such that they must be excluded from the voting group. As such, I have directed the election sought.

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.[1]

[1] The parties stipulate to the following commerce facts: The Employer, Sander Operating Co. III LLC d/b/a KGW, a Delaware corporation with an office and place of business in Portland, Oregon, is engaged in the operation of a news broadcasting station. During the past calendar year, a representative period, the Employer received gross revenue valued in excess of $500,000 and purchased and received at its facilities located within the State of Oregon goods valued in excess of $50,000 directly from points outside the State of Oregon.

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 voting group appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

   Including: All full-time and regular part-time producers, producers-in-residence, senior producers, digital content producers, senior digital producers, and content coordinators, but excluding all other employees, confidential employees, guards, and supervisors as defined in the Act.

There are approximately 20 employees in the voting group found appropriate.

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 International Brotherhood of Electrical Workers, Local 48.

A. Election Details

The election will be held on **Thursday, February 19, 2026**, from **8:00 a.m. to 10:00 a.m.** and from **2:00 p.m. to 4:00 p.m.** at the Employer's facility.

B. Voting Eligibility

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

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

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

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (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 **Monday, February 2, 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: January 29, 2026

Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Form NLRB-707
(4-2015)

United States of America
National Labor Relations Board
NOTICE OF ELECTION

19-RC-376874

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

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

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

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

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

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

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

Form NLRB-707
(4-2015)

United States of America
National Labor Relations Board
NOTICE OF ELECTION

VOTING GROUP

EMPLOYEES ELIGIBLE TO VOTE:

Those eligible to vote are: All full-time and regular part-time producers, producers-in-residence, senior producers, digital content producers, senior digital producers, and content coordinators who were employed during the payroll period ending immediately preceding issuance of the Decision and Direction of Election dated January 29, 2026.

EMPLOYEES NOT ELIGIBLE TO VOTE:

Those not eligible to vote are: All other employees, confidential employees, guards, and supervisors as defined in the Act.

NOTE: If a majority of valid ballots are cast for Petitioner, they will be taken to have indicated the employees' desire to be included in the existing unit currently represented by Petitioner. If a majority of valid ballots are not cast for representation, they will be taken to have indicated the employees' desire to remain unrepresented.

DATE, TIMES AND PLACE OF ELECTION

Thursday, February 19, 2026	**8:00 a.m. to 10:00 a.m. and 2:00 p.m. to 4:00 p.m.**	**The Employer's facility located at 1501 SW Jefferson St Portland, OR**

EMPLOYEES ARE FREE TO VOTE AT ANY TIME THE POLLS ARE OPEN.

ALL BALLOTS WILL BE MINGLED AND COUNTED IMMEDIATELY AFTER THE CONCLUSION OF THE LAST VOTING SESSION.

Form NLRB-707
(4-2015)

United States of America
National Labor Relations Board
NOTICE OF ELECTION

UNITED STATES OF AMERICA
National Labor Relations Board
19-RC-376874

OFFICIAL SECRET BALLOT

For certain employees of
KGW-TV

Do you wish to be represented for purposes of collective bargaining by
IBEW LOCAL 48?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES	NO
☐	☐

SAMPLE

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

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

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

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

Form NLRB-707
(4-2015)

United States of America
National Labor Relations Board
NOTICE OF ELECTION

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

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

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

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.
If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

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

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

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

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

Anyone with a question about the election may contact the NLRB Office at (503)326-3085 or visit the NLRB website www.nlrb.gov **for assistance.**