UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12

PREMIER BEVERAGE COMPANY, LLC d/b/a
BREAKTHRU BEVERAGE FLORIDA

Employer

and

Case 12-RD-374423

TIM ZULINKE

An Individual

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Union

DECISION AND DIRECTION OF ELECTION

Premier Beverage Company, LLC d/b/a Breakthru Beverage Florida (the Employer)[1] is a distributor of alcohol products to restaurants, liquor stores, and other retailers. Pursuant to a secret ballot election, on October 2, 2024, International Brotherhood of Teamsters (the Union or the International)[2] was certified as the exclusive collective-bargaining representative of the below-described bargaining unit pursuant to petitions filed by the Employer based on recognition demands by local unions of the International in Cases 12-RM-348149 (Local 385), 12-RM-348155 (Local 947), and 12-RM-348169 and 12-RM-348171 (Local 79):

> All full-time and regular part-time drivers employed by the Employer at its facilities located at 8226 Phillips Highway, Suite 103, Jacksonville, Florida; 1555 Commerce Blvd., Midway, Florida; 8826 Grow Drive, Pensacola, Florida; 502 Sunport Lane, Suite 100, Orlando, Florida; 13351 Saddle Road, Fort Myers,

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[1] The parties stipulated, and I find, that the Employer is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and is subject to the jurisdiction of the Board; that the Employer is a Delaware limited liability company with its main North Florida offices located in Tampa, Florida and Fort Myers, Florida, and is engaged in the nonretail distribution of alcohol products; and during the past 12 months, a representative period, the Employer purchased and received goods valued in excess of $50,000 directly from points outside the State of Florida. Board Exhibit 2.

[2] The parties stipulated, and I find, that the Union and its Local Union Nos. 79, 385, 947, and 991 are each labor organizations within the meaning of Section 2(5) of the Act. Board Exhibit 2.

Florida; and 6031 Madison Ave., Tampa, Florida; excluding all other employees, guards and supervisors as defined by the Act.[3]

On October 24, 2025,[4] Tim Zulinke (the Petitioner) filed the petition in in the above-captioned case, seeking to decertify the Union as the collective-bargaining representative of the unit. The petition was filed during the lapse of appropriated government funding that resulted in the shutdown of various federal agencies, including the National Labor Relations Board (the Board) from October 1 until November 13. The petition was docketed on November 14.

On November 21, the Employer and the Union timely filed statements of position.[5] In its Statement of Position the Union denied that the Board had "jurisdiction" to conduct a hearing because the petition had not been served on the Union and the contents of the petition lacked information required by Section 102.61(c)(5), (7), and (9) of the Rules and Regulations of the National Labor Relations Board (the Board's Rules), including the correct address of the Union, the correct number of unit employees, and the number of striking employees. The Union also asserted that there is a contract bar to an election. Further, the Union urges that striking unit employees who are expected to return to work should be considered part of the unit, and if an election is directed it should be 28 days after the decision issues with election details similar to those in the election that led to the certification of the Union. Finally, the Union contends that the petitioned-for unit is inappropriate because it did not include the striking employees.[6] In its Statement of Position the Employer raised no issues, listed 227 unit employees in the petitioned-for unit, and contended that there is no contract bar to an election.

In addition, on November 21, the Union filed a Motion to Dismiss Petition and Request for Special Permission to Submit Post-Hearing Briefs raising five arguments in addition to the request to submit briefs.[7] In the Motion, the Union again contended that the petition should be dismissed because the Petitioner failed to comply with Section 102.61(c)(5), (7), and (9) of the Rules and Regulations of the National Labor Relations Board (the Board's Rules) with respect to the contents of the petition; the petition was not served on the Union as required by Section 102.5 of the Board's Rules; the Regional office failed to serve the Notice of Representation Hearing on the Union as required by Section 102.4 of the Board's Rules, and if the petition was not dismissed the hearing should be postponed until at least 8 days passed after proper service of the Notice of Representation Hearing as required by Section 102.63(a)(1) of the Board's Rules; and the petition should be dismissed because the showing of interest is inadequate.[8]

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[3] The parties stipulated, and I find, that the petitioned-for unit is an appropriate unit within the meaning of Section 9(b) of the Act. Board Exhibit 2.

[4] All dates hereafter are in 2025 unless otherwise stated.

[5] Board Exhibits 3 and 4.

[6] Notwithstanding the Union's contentions about jurisdiction and the appropriateness of the unit, as stated in footnotes 1 and 3, the parties, including the Union, stipulated to commerce facts and the conclusion that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and is subject to the jurisdiction of the Board, and also stipulated that the petitioned-for unit is an appropriate unit.

[7] Board Exhibit 1(f).

[8] The showing of interest is an administrative matter that is not subject to litigation. *O.D. Jennings & Company,* 68 NLRB 516, 517-518 (1946). I am administratively satisfied that the Petitioner's showing of interest is adequate. The remainder of the Union's contentions in its Motion are addressed below.

The Employer and Petitioner each take the position that the petition was appropriately filed and served, that there is no contract bar to an election, and that an election should be directed.

A hearing was conducted on November 24 and December 3. The parties were permitted to file post-hearing briefs and all of the parties did so. I have carefully considered the parties' contentions. I conclude that the asserted deficiencies in the petition and service of the petition and the Notice of Representation Hearing do not warrant dismissal of the petition, and that there is not a contract bar to an election. I further conclude that the Board has jurisdiction over the Employer's operations and that the petitioned-for unit is appropriate[9] based on stipulations entered into by the parties. Accordingly, I am directing an election.[10]

I. Facts

A. Contents and Service of the Petition

With respect to the Union's position that the contents of the petition are deficient, the petition correctly names the certified representative of the unit employees as the International. However, the petition does not include the address of the International at 25 Louisiana Avenue, N.W., Washington D.C. 20001, and instead lists the address of International Brotherhood of Teamsters, Local 947 in Jacksonville, Florida and the email address of Local 947 Secretary-Treasurer/Business Agent Donny Connell. The Union contends that the petition is otherwise deficient because the stated number of employees in the unit, 210, was inaccurate, and the petition did not include the number of striking employees. The Union asserts that the actual number of employees in the unit is 247 drivers plus an additional 103 striking drivers.[11]

The Petitioner's certificate of service of the petition shows that on October 24, the Petitioner sent copies of the petition to the Employer and to Local 947 by overnight mail. On October 28, a copy of the petition was emailed to Gabriel O. Dumont Jr., an attorney who represents the International's Brewery, Bakery and Soft Drink Conference and other divisions of the International. Dumont, who was also the Union's principal spokesperson in contract bargaining with the Employer, testified that he received a copy of the petition by email on October 28, which he believes came from Local 947 agent Connell. On November 14, the Region served the docketed petition and Notice of Hearing by email at Local 947 agent Connell's email address listed on the petition, and by email on the Employer and Petitioner. On November 20, the Regional office served a Prehearing Order: Access, Instructions, and Guidelines Regarding Zoom Hearing (the Prehearing Order) by email on the Employer and its counsel, Local 947 agent Connell, and counsels for the International, the Employer, and the Petitioner.

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[9] This finding is consistent with the Board's general rule that the bargaining unit in which a decertification election is held must be coextensive with the certified or recognized unit. *Campbell Soup Co.*, 111 NLRB 234 (1955).

[10] The voting eligibility of any strikers who have been replaced is addressed in the Direction of Election.

[11] The Union's strike against the Employer, which is discussed below in connection with the contract bar issue, ended on or about October 28, 2024.

The hearing opened as scheduled by videoconference on November 24. After receiving Board Exhibits 1(a) through 1(g), and without having addressed any substantive matters or taking any evidence, the hearing was postponed. On the same day all parties and counsel, including the Union, were served with my Order explaining that the hearing was being postponed until December 3, to afford the Union eight calendar days of notice before the hearing to comply with Section 102.63 of the Board's Rules and Regulations. The Order also provided the Employer and Union with the right to submit Supplemental Statements of Position until 12:00 p.m. on December 2. In addition, on November 24, the Region served a copy of Board Exhibits 1(a) through 1(g) on the International and its counsel. All of these exhibits, which included the petition, Notice of Representation Hearing and affidavit of service of that document, Prehearing Order and affidavit of service of that document, the Union's aforementioned Motion, and an index and description of those documents, had been served on the Employer, the Petitioner, and Local 947 on November 14.

None of the parties filed supplemental statements of position. As noted above, the hearing resumed on December 3, and all parties were afforded a full opportunity to present evidence on the issues.

B. The Contract

Representatives of the Union and the Employer began negotiations for a first collective-bargaining agreement in February 2025. All bargaining was conducted by representatives of the International and the Employer, although representatives of Local Unions 79, 385, 947 (including Local 947 agent Connell), and 991, and some unit employees also attended some negotiating sessions. The principal spokespersons were attorneys R. Steve Ensor for the Employer and, as previously noted, Gabriel O. Dumont Jr., for the Union. Dumont was the only witness at the hearing.

By May 2025, the parties had made substantial progress on contract terms, but wages, health and welfare benefits, pensions, and protection of rights remained open issues. On May 30, Ensor emailed the Employer's "May 30, 2025 Last, Best and Final Proposal" to Dumont, Jeff Padellaro - Director and Secretary-Treasurer of the Union's Brewery, Bakery, and Soft Drink Conference, and Union counsel Brian Senier.[12] On June 1, unit employees went on strike in support of the Union.

On July 16, Ensor sent a letter to Dumont, claiming that the parties had bargained to an impasse, and attaching the Employer's "last, best and final" contract offer covering the period from July 20, 2025, through July 19, 2028, and stating that the Employer was giving notice to the International and its Locals 79, 385, 947, and 991 that the Employer would implement the terms of the offer on July 20 if the Union did not ratify the offer as a collective-bargaining agreement by that date.[13] The Union did not accept the offer and on July 20, the Employer unilaterally

[12] Union Exhibits 2 and 2(a).
[13] Union Exhibit 3.

implemented the terms in its offer.[14]

The Union's strike continued. Dumont testified that at some point during the strike the Union had extended the strike to facilities operated by corporate entities related to the Employer, that the Union believed constituted a single employer with the Employer. Based on his testimony it appears that the Union wanted the amnesty agreements, which are discussed below, to protect striking Union members at the related entities from discipline for engaging in the strike.

The Union and the Employer resumed meeting on or about August 19 and August 20. Additional meetings held on October 20 and 21, included the discussion of wages, bonuses and a strike settlement agreement. Thereafter, principal spokespersons Ensor and Dumont exchanged various email messages from October 24 through November 6.

On October 24, Ensor emailed Dumont a revised contract proposal, noting that the only changes from the July 20 implemented "contract" were in Section 1.1 of Article 1 – Agreement concerning the effective date of the contract (to state "that the agreement would be "effective as of the _____ day of October 2025"), Sections 4.1, 4.2, and 4.7 of Article 4 – Wages concerning wages and bonuses, Article 26 – Term of Agreement, the removal of signature lines for the local unions, and the removal of bonus charts.[15] Dumont replied the same day with a copy of the proposed agreement that included a single comment in the margin at Section 1.1 stating that the parties may want to consider "whether we want to retain the argument that the striker replacements were hired under and worked under the imposed CBA."[16] Dumont testified that he understood that the Employer and Union had reached a full agreement on contract terms at that point. Ensor responded by email on October 27, adding a reply comment in Section 1.1 stating, in relevant part, "we want to be factually correct that the effective date of the CBA should be the date that it is signed by the parties, which should be later this week."[17]

On October 28, Dumont replied to Ensor's October 27 email, stating, "I am good with the October date although it may be November by the time we have the signed individual local amnesty agreements," and adding the following comment at Section 1.1 of the proposed agreement:

> Since both sides will need to have in-hand the individual signed amnesty agreements it is very doubtful that we will have a signed cba this week. I am fine with using the October date. I thought an earlier date would help the company.[18]

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[14] The proposal included a 3-year term of agreement (Article 26) and other terms such as dues check off (Article 2) , management rights (Article 3), no strike (Article 12), and grievance and arbitration (Article 13) that an employer may not lawfully implement unilaterally. *Roosevelt Memorial Medical Center*, 348 NLRB 1016, 1016-1017 (2006). Although the Employer did not specify which provisions in its last, best and final offer it was implementing, there has been no assertion that it attempted to implement any of the aforementioned portions of that offer.

[15] Union Exhibit 7 and Employer Exhibit 1.

[16] Employer Exhibit 1.

[17] Employer Exhibit 2.

[18] Employer Exhibit 3.

Later that morning, Ensor emailed Dumont, stating that clean copies of the CBA, and North Florida Strike Settlement Agreement were attached to his email and could be used at the Union's ratification meeting later that day.[19] Ensor further stated that he expected that the Union would ratify the contract that day, the Union and the Employer would finalize the amnesty agreements as soon as possible and get them signed, hopefully within the next day or two, and then the parties could sign the contract and strike settlement agreement and call the employees back to work. The contract was ratified by the unit employees on October 28.[20] Dumont testified that the strike ended on the same date.

The Union introduced in evidence a copy of the full collective-bargaining agreement that states at Section 1.1 that it is effective as of "the ____ day of October, 2025" and states at Article 26 that it is effective from the effective date through July 19, 2028.[21] The top of the first page of that document has the handwritten words "TA - Jeff Padellaro for IBT 10/24" containing the signature of Padellaro. The document contains no Employer initials or signature. Although it is undisputed that Padellaro signed the document and dated it "10/24" there is no direct evidence as to when the document he signed was sent to the Employer. Union negotiator Dumont testified that he could not remember how the document TA'ed by Padellaro was sent to the Employer.

On October 31, Padellaro emailed Employer Vice President Erick Sytsma, asking him, "Can you t/a, sign and return via email to me?"[22] It appears from this email that the Employer had yet not initialed the tentative agreement reached on October 24.

On November 3, Ensor emailed Dumont, stating that he knew the parties were very close to "wrapping up" the amnesty agreements, with "fresh" copies of the strike settlement agreement and the collective-bargaining agreement attached to his email.[23] In the same email Ensor wrote that the only revisions in the attached documents were to replace "October" with "November" above the signature line in the strike settlement agreement and in Section 1.1 of the collective-bargaining agreement (so it read that the contract was effective "this _____ day of November, 2025"). That day, Dumont replied by email that he believed the effective date of the contract should be October 24, the date the parties reached a tentative agreement, rather than the date when "the formal CBA" would be executed.[24] Ensor replied the same evening, stating the Employer's position that the effective date of the contract would be the date it is signed by the parties and asserting that the Union had already agreed with that in Dumont's email of October 28.[25]

On November 4, Dumont again responded that he had agreed that the contract should have an effective date of October 24, the date of the tentative agreement.[26] Dumont also wrote that he believed the various local unions had signed the amnesty agreements, questioned Ensor

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[19] Employer Exhibit 4.
[20] It is undisputed that the collective-bargaining agreement was not subject to ratification by the Union.
[21] Union Exhibit 8.
[22] Union Exhibit 14. Although this exhibit is marked as a Union exhibit it was offered in evidence by the Employer.
[23] Employer Exhibit 5.
[24] Employer Exhibits 5 and 6.
[25] Employer Exhibit 6.
[26] Employer Exhibit 7.

as to whether the Employer had signed the amnesty agreements, and informed Ensor that he understood that many strikers had already provided their return to work notices to the Employer. Finally, Dumont urged that the strike settlement agreement and the "formal CBA" be executed that day. Also, on November 4, Padellaro signed the collective-bargaining agreement that had been sent by Ensor on November 3, on behalf of the Union and its Locals 79, 385, 947, and 991.[27] Padellaro did not date the document.

On November 5, at 3:49 p.m., Ensor emailed all nine of the fully executed amnesty agreements and a "clean CBA" to Dumont, with the following additional message:

> Please have the CBA signed by the appropriate Teamsters representative and return it to me. Once I have received the CBA signed by the Teamsters, I'll have it signed by the appropriate Company representative. I'll then send a fully-executed CBA, along with a Company signed Strike Settlement Agreement and the October 24, 2025 "T/A'ed" CBA back to you. You can then have the Strike Settlement Agreement signed by the Teamsters and returned to me. Then, we'll be done.[28]

Dumont replied at 4:06 p.m., that as soon as he received the signed and dated tentative agreement he would email Ensor a copy of the contract that had been executed (i.e. by the Union). At 4:11 p.m., Ensor informed Dumont that the Employer insisted on following the process he had described earlier that day. At 4:14 p.m. Dumont answered that he would provide the requested documents when he got to his office. At 5:14 p.m . Dumont sent Ensor a copy of the final collective-bargaining agreement that had been signed by Padellaro of the Teamsters on November 4.[29]

On November 6 at 7:35 a.m. Ensor emailed Dumont, stating "Here you go," and apparently attaching the strike settlement agreement signed by the Employer, and asking that the Union return a fully executed strike settlement agreement.[30]

There is no correspondence in evidence that clearly shows when the fully executed final collective-bargaining agreement was sent by the Employer to the Union, or when the Union sent the fully executed strike settlement agreement to the Employer. However, the documentary evidence establishes that as of November 5, both parties had signed the final collective-bargaining agreement, initialed another copy of the tentative collective-bargaining agreement that had previously been signed as TA'ed at the top of the first page by Union official Padellaro and dated it October 24, and had signed the North Florida Strike Settlement Agreement.

Jeff Ortmeier signed the collective-bargaining agreement on behalf of the Employer that Jeff Padellaro had signed for the Union on November 4.[31] Ortmeier's signature is dated

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[27] Union Exhibit 10.
[28] Union Exhibits 9 and 11(a).
[29] Union Exhibits 10 and 11(a).
[30] Union Exhibit 12(a).
[31] Union Exhibits 10 and 11. Ortmeier is the Employer's Executive Vice President, Florida according to the Employer's website. See Breakthru Beverage Florida - Breakthru Beverage Group (last viewed January 15, 2026).

November 5, 2025, and the effective day in Section 1.1 of the final version signed by Ortmeier, apparently filled in by the Employer, is "the 5th day of November 2025."[32] There is no evidence that the Union disputed the inclusion of the November 5, 2025 effective date, which is consistent with the Employer's pre-signing notice to the Union insisting that the effective date would be the date the agreement was executed by both parties. One version of the initialed tentative agreement is initialed by the Employer at Sections 4.1, 4.2, 4.7, and Article 26, as follows: "TA 10/24/25 E.S."[33] The second version is identical except it adds the initials "J.P." in the same places below "E.S."[34] E.S. is Employer Vice President of Labor Relations Erick Systma and J.P. is Union Brewery, Bakery and Soft Drink Conference Director and Secretary-Treasurer Jeff Padellaro. The fully executed copy of the North Florida Strike Settlement Agreement is signed by Ortmeier and Padellaro and dated November 5 under both signatures.[35]

II. Analysis

A. Dismissal of the petition based on the Petitioner's failure to serve the petition on the International, the content of the petition, and/or the Region's initial failure to serve the petition and Notice of Representation Hearing on the International, is not warranted.

Section 102.60 of the Board's Rules requires petitioners to file a certificate of service with the Regional Director showing that the petition was served on all parties named in the petition. Section 102.5(f) of the Board's Rules states that documents filed with the Agency must be simultaneously served on the other parties to the case. Section 102.5(i) of the Board's Rules provides that failure to properly serve a document will be the basis to either 1) reject the document or 2) withhold or reconsider any ruling on the subject matter raised by the document until after service has been made and the served party has had a reasonable opportunity to respond. Nothing in the Board's Rules requires the dismissal of a petition based solely on the failure to properly serve the petition, or the failure to accurately provide all information sought.

As discussed above, the Petitioner filed the petition on October 24, while the Agency was shut down, and the petition was not docketed until November 14, the day after the Agency reopened and 21 days after the petition was filed. The petition properly identifies the Union as the collective-bargaining representative of the unit. Although the Petitioner failed to serve the Union at the proper address, it served Local 947, and it is undisputed that the Union's principal negotiator and counsel to the International's Brewery, Bakery and Soft Drink Conference received a copy of the petition on October 28, apparently from Local 947. Although the International is the certified representative and was not served directly by the Petitioner, Local 947 is one of the local unions that is a party to the contract signed by the International. In these circumstances, the Petitioner appears to have made a good faith effort to properly serve the petition.

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[32] Union Exhibit 11.
[33] Union Exhibit 12.
[34] Union Exhibit 13.
[35] Union Exhibit 6.

The hearing opened briefly on November 24. Notwithstanding the lack of service of the Notice of Representation Hearing on the Union, it attended the hearing and was represented by counsel throughout the hearing. On November 24, the formal papers were received in evidence without objection, and no other evidence was offered or received before the hearing was postponed until December 3. The Union was served with a copy of the petition and Notice of Hearing by the Region on November 24, nine days before the hearing resumed on December 3. The Union and Employer were provided the right to present supplemental statements of position by December 2, and all parties, had a full opportunity to raise issues and present evidence with proper notice on December 3. There is no evidence that Petitioner's failure to properly serve the petition on the Union on October 24, prevented the Union from fully preparing for the hearing or prejudiced the Union in any other manner.

The Union also contends that the petition is procedurally defective because it does not include the correct address of the International and instead lists the address of Local 947, does not accurately state the number of unit employees, and fails to state the number of strikers. However, there is no evidence that the Petitioner, who works in just one of the six locations in the unit, did not accurately complete the petition to the best of his knowledge.

For these reasons, the Union's motion to dismiss the petition is denied.

B. The contract does not bar the processing of the petition.

The party asserting that there is a contract bar to an election bears the burden of proof that a contract bar exists. *Roosevelt Memorial Park, Inc.*, 187 NLRB 517 (1970). An agreement must meet certain formal and substantive requirements to bar an election. *Appalachian Shale Products Co.*, 121 NLRB 1160 (1958). Several aspects of the Board's contract bar rule are relevant to this case. Contracts must be reduced to writing and signed by the parties prior to the filing of the petition to serve as a contract bar, and the fact that some or all of the terms of the parties' understanding are put into effect will not bar the processing of a petition unless a contract has been signed. *Appalachian Shale Products Co.*, 121 NLRB at 1161-1162. However, signatures do not have to be on the same document, and informal documents that contain substantial terms and conditions of employment can serve as a bar if they establish the parties' full agreement and are signed by all parties. Id. at 1162. Initials of all parties can satisfy the signature requirement. *Television Station WVTV*, 250 NLRB 198, 199 (1980); *Waste Management of Maryland, Inc.*, 338 NLRB 1002, 1002-1103 (2003).

A petition filed the same day that a contract is executed will be barred by that contract if the contract is effective immediately or retroactively. *Deluxe Metal Furniture Co.*, 121 NLRB 995, 999, fn.6 (1958). However, a contract executed prior to the filing of a petition will not bar a petition if the petition is filed before the effective date of the contract. Id.; see also *Silvan Industries, a Division of SPGV*, 367 NLRB No. 28, slip op. at 2 and fn.5 (2018); *National Broadcasting Co.*, 104 NLRB 587 (1953).

The contract executed by the parties was collectively bargained, reduced to writing, includes substantial terms and conditions of employment, encompasses the employees involved in the petition, and covers an appropriate unit. However, the parties did not execute a collective-

bargaining agreement until after the petition was filed on October 24. Moreover, the contract did not go into effect until November 5, and it does not bar the petition filed on October 24 for that additional reason.

The Union argues that Padellaro's signature on October 24 indicating that the Union had tentatively agreed to the contract and Sytsma's initials in four places on a separate copy of the same document, is sufficient to establish a contract barring an election in this matter, citing *Television Station WVTV,* supra. In *Television Station WVTV*, the parties initialed each page of the agreement on the same occasion in the presence of an arbitrator, there were no material matters left open, and the employer immediately began implementing the terms of the contract. The facts of this case are distinguishable because the parties did not initial each page or provision of the October 24 proposal. In addition, that proposal did not include a specific effective date, and it does not appear that there was any meeting of the minds about the effective date until shortly before the final collective-bargaining agreement was executed on November 5, as is evident from the email exchanges between principal bargaining spokespersons Ensor and Dumont. On and after October 27, Ensor steadfastly insisted that the effective date of the contract should be the date of execution of the agreement. Ultimately, the Union acquiesced and signed the contract with a November effective date on November 4, with the understanding that the Employer was insisting that the effective date be the date of execution of the contract. As noted above, there is no evidence that the Union disputed the Employer's insertion of November 5 as the effective date of the contract. Contrary to the Union's contention, the change in the effective date of the contract from an unspecified date in October (as stated in the October 24 proposal) to November 5 was not a "minor deviation." Rather, it is a material term that affects the period for which the contract is a bar to the processing of a new petition and it may affect other contractual rights.

Other evidence is also insufficient to meet the Union's burden of establishing a contract bar. Although Systma initialed the October 24 proposal (in four places) and dated it "10/24/25," the email by Padellaro on October 31 suggests that Systma did not initial the document until later, and there is no probative evidence that he initialed it on October 24. Finally, the parties' email exchanges establish that the execution of the contract was contingent on the execution of amnesty agreements, which were not finalized until after October 24.

For all of these reasons, I find that the parties did not execute their contract until after the petition was filed, and that there is insufficient evidence that there is a contract bar to an election. Accordingly, I am directing an election.

III. Conclusion

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.

3. The Union 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 purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time drivers employed by the Employer at its facilities located at 8226 Phillips Highway, Suite 103, Jacksonville, Florida; 1555 Commerce Blvd., Midway, Florida; 8826 Grow Drive, Pensacola, Florida; 502 Sunport Lane, Suite 100, Orlando, Florida; 13351 Saddle Road, Fort Myers, Florida; and 6031 Madison Ave., Tampa, Florida; excluding all other employees, guards and supervisors as defined by the Act.

IV. Direction of Election

The National Labor Relations Board will conduct a secret ballot election among the employees in the appropriate unit. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by International Brotherhood of Teamsters.

A. Election Details

The election shall be conducted as set forth in the following chart:

POLL	DATES	HOURS	PLACES
Poll 1	Tuesday, February 10, 2026	4:00 a.m to 7:00 a.m. and 4:00 p.m to 6:00 p.m.	Employer's premises Daytona Conference Room 8226 Phillips Highway, Suite 103, Jacksonville, Florida
Poll 2	Tuesday, February 10, 2026	4:00 a.m to 7:00 a.m. and 4:00 p.m to 6:00 p.m.	Employer's premises Fort Myers Open Office 13080 Saddle Road, Fort Myers, Florida
Poll 3	Tuesday, February 10, 2026	4:00 a.m to 7:00 a.m. and 4:00 p.m to 6:00 p.m..	Employer's premises Orlando Sales Conference Room 502 Sunport Lane, Suite 100 Orlando, Florida

POLL	DATES	HOURS	PLACES
Poll 4	Wednesday, February 11, 2026	4:00 a.m to 7:00 a.m. and 4:00 p.m to 6:00 p.m.	Employer's premises Tallahassee Conference Room 1555 Commerce Blvd. Midway, Florida
Poll 5	Wednesday, February 11, 2026	4:00 a.m to 7:00 a.m. and 4:00 p.m to 6:00 p.m.	Employer's premises Pensacola Sales Conference Room 8826 Grow Drive Pensacola, Florida
Poll 6	Wednesday, February 11, 2026	4:00 a.m to 7:00 a.m. and 6:00 p.m. to 10:00 p.m.	Employer's premises Nick Romanko Office 6031 Madison Ave. Tampa, Florida

Ballots from all polls will be commingled and counted at the National Labor Relations Board, Region 12 Hearing Room, 201 E. Kennedy Blvd., Suite 530, Tampa, Florida 33602 on Thursday, February 12, 2026, at 10:00 a.m.

Notices of Election and ballots will be printed in English and Spanish.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **immediately preceding the issuance of 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 by mail as directed above.

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

C. Voter List

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

To be timely filed and served, the list must be *received* by the regional director and the parties by **January 21, 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, which will be provided separately at a later date, 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.

V. 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 16, 2024.

David Cohen

David Cohen, Regional Director
National Labor Relations Board, Region 12
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