UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

PARAGON SYSTEMS, INC.
Employer

and Case 03-RC-336208

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA)
Petitioner

and

UNITED FEDERATION OF SPECIAL POLICE AND SECURITY OFFICERS, INC. AFFILIATED WITH UNITED FEDERATION/LEOS-PBA
Intervenor

ORDER REMANDING

The Petitioner's Request for Review of the Regional Director's Decision and Order To Dismiss Petition is granted as it raises substantial issues warranting review. On review, we find that, pursuant to Section 102.71(a)(5) of the Board's Rules and Regulations, the petition raises issues which can best be resolved upon the basis of a record developed at a hearing.[1]

As set forth in the Regional Director's Decision and Order, the cover page and preamble to the 2021–2024 collective-bargaining agreement state that the agreement is between the Employer and the Intervenor "[a]nd its Local 618." It is undisputed that only the Employer and the Intervenor signed the agreement. The Intervenor appears to argue—and the Regional Director appears to have found—that no signature from Local 618 was necessary in order for the agreement to meet the Board's contract-bar requirements because Local 618 is not (and when the collective-bargaining agreement was negotiated was not) a labor organization within the meaning of Section 2(5) of the National Labor Relations Act.

The Regional Director's decision, however, appears to rely entirely on representations made by the Intervenor regarding Local 618's history, structure and purpose, and those representations—even if true—would not necessarily establish that Local 618 is not a labor

[1] Member Prouty agrees that, pursuant to Sec. 102.71(a)(5) of the Board's Rules and Regulations, the petition "raises issues which can best be resolved upon the basis of a record developed at a hearing." On that basis, Member Prouty would grant review, without passing on whether the Petitioner's Request for Review raises substantial issues warranting review.

organization.[2] Further, the Petitioner has appended evidence to its request for review that appears to run counter to at least some of the Intervenor's representations.[3] Given that the party asserting that a petition is barred by a contract bears the burden of proof, we conclude that the issue of Local 618's status as a labor organization can best be resolved upon the basis of a record developed at a hearing.

If Local 618 is a labor organization, the Regional Director may also need to address whether it is a joint representative with the Intervenor or a separate coparty to the agreement. If Local 618 is a joint representative, its lack of signature on the agreement must be analyzed under *Pharmaseal Laboratories*, 199 NLRB 324 (1972), and its progeny. If, however, Local 618 is a separate coparty to the agreement, its lack of signature must be analyzed under *Crothall Hospital Services, Inc.*, 270 NLRB 1420 (1984), and related cases. We acknowledge that the Region has been unable to locate a certification of representative, which could potentially resolve this issue; if the parties are unable to produce such a certification, however, there may be other available evidence that could establish whether Local 618 is a joint representative or coparty.[4] We accordingly conclude that Local 618's potential status as a joint representative or coparty can best be resolved upon the basis of a record developed at a hearing.[5]

Finally, under *Pharmaseal Laboratories* the parties' course of conduct may be relevant to determining whether one joint representative was authorized to sign on behalf of all joint representatives.[6] Under *Crothall Hospital Services* and similar cases, a contract that is not signed by all coparty unions will not bar a petition, but an exception to that rule may be available

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[2] The Board has long observed that the definition of "labor organization" set forth in Sec. 2(5) is broad. See, e.g., *Butler Mfg. Co.*, 167 NLRB 308, 308 (1967); see also *NLRB v. Cabot Carbon Co.*, 360 U.S. 203, 211–212 (1959) (observing that the term "dealing with" used in Sec. 2(5) is "broad" and not synonymous with "bargaining with").

[3] In particular, Petitioner's Exhibit K appears to indicate that Local 618 members participated in negotiating the operative collective-bargaining agreement. The Petitioner has also attached evidence indicating that, notwithstanding its representation to the Regional Director, the Intervenor may, in fact, have local unions. We do not pass here on the admissibility, relevance of, or weight to be accorded to such evidence, if it is introduced at a hearing; we find only that the Petitioner has raised substantial issues warranting review that are best resolved upon the basis of a record developed at a hearing.

[4] See, e.g., *International Paper*, 325 NLRB 689, 691–692 (1998); *Adobe Walls*, 305 NLRB 25, 27 (1991).

[5] Nothing in the foregoing should be read as holding that if Local 618 is a labor organization, it must be either a joint representative or a coparty to the agreement. If the Intervenor can establish that Local 618 is neither a joint representative nor a coparty to the agreement, Local 618's signature would not be required for the agreement to bar the instant petition. We reiterate, however, that because the Intervenor is invoking the contract-bar doctrine, it bears the burden of proof. Accordingly, to the extent the Intervenor also contends that Local 618 is not a party to the agreement, even if it is a labor organization, that issue is also best resolved upon the basis of a record developed at a hearing.

[6] See, e.g., *CBS Broadcasting, Inc.*, 343 NLRB 871, 874 (2004) (emphasizing the evidence of authorization discussed in *Pharmaseal Laboratories*).

if it can be shown that the Intervenor was acting as Local 618's agent[7] or otherwise had actual or apparent authority to sign the agreement on Local 618's behalf. In either event, evidence concerning the Intervenor's authority to sign on Local 618's behalf may be relevant. Accordingly, should it be necessary to reach this issue, we conclude that it, too, can best be resolved upon the basis of a record developed at a hearing.[8]

Accordingly, the petition is reinstated and this case is remanded to the Regional Director to hold a hearing and, thereafter, determine if the Intervenor has met its burden of establishing that the contract was signed by the parties.[9]

DAVID M. PROUTY, MEMBER

JAMES R. MURPHY, MEMBER

SCOTT A. MAYER, MEMBER

Dated, Washington, D.C., February 9, 2026.

[7] See, e.g., *C. Hager & Sons Hinge Mfg. Co.*, 80 NLRB 163, 164 fn. 3 (1948) (finding that parent union was acting as local's agent and that local signature was not required for contract to become effective).

[8] We note that the Regional Director has not ruled on the Petitioner's motion in limine, which sought to exclude any parol and other extrinsic evidence from the record.

[9] We reject the Petitioner's assertion that the Regional Director conducted an improper ex parte investigation of the petition and note that restrictions on ex parte communications do not specifically apply to Board agents/officers in informal pre-election proceedings. See Sec. 102.128(a) of the Board's Rules and Regulations.