

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NEW YORK PAVING, INC.  
Employer

and

Case 29-RC-341240

CONSTRUCTION COUNCIL LOCAL 175,  
UTILITY WORKERS UNION OF AMERICA,  
AFL-CIO

Petitioner

and

HIGHWAY, ROAD AND STREET  
CONSTRUCTION LABORERS' UNION 1010, OF  
THE LABORERS INTERNATIONAL OF  
NORTH AMERICA, AFL-CIO

Intervenor

ORDER

The Petitioner's Request for Review of the Regional Director's Order Dismissing Petition and Withdrawing Notice of Hearing is denied as it raises no substantial issues warranting review.<sup>1</sup>

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<sup>1</sup> In denying review, we reject the Petitioner's argument that the Memorandum of Agreement signed by the Employer and Intervenor on March 5, 2024, constituted a premature extension of the unsigned collective-bargaining agreements drafted by the Employer and Intervenor in 2017 and 2021. Even assuming *arguendo* that, as the Petitioner contends, the Employer and Intervenor adopted and were bound by the 2017 and/or 2021 collective-bargaining agreements via their conduct, neither of these agreements barred petitions pursuant to the Board's contract bar doctrine because (as the Petitioner concedes) they were never signed by the parties. See *Appalachian Shale Products Co.*, 121 NLRB 1160, 1162 (1958) (“[U]nless a contract signed by all the parties precedes a petition, it will not bar a petition even though the parties consider it properly concluded and put into effect some or all of its provisions.”). In this regard, it is well-established that the premature extension doctrine does not apply unless the original agreement operated as a bar at the time the extension agreement was executed. See *New England Telephone & Telegraph Co.*, 179 NLRB 531, 532 (1969) (“[W]e have long held that a new contract for a longer period signed during the term of a previously executed agreement, *at a time when that prior agreement would bar a petition*, can itself prevent the processing of a rival petition only for the remainder of the period when the prior contract would have been such a bar.”) (emphasis added); *Cushman's Sons, Inc.*, 88 NLRB 121, 122-123 (1950). Thus, the 2024

DAVID M. PROUTY, MEMBER

JAMES R. MURPHY, MEMBER

SCOTT A. MAYER, MEMBER

Dated, Washington, D.C., February 20, 2026.

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Memorandum of Agreement could not possibly have constituted a premature extension giving rise to a window period prior to the expiration of the 2017 and/or 2021 agreements.