

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

UNIFI AVIATION, LLC
Employer

and

Case 08-RC-360055

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS LOCAL 1363
Petitioner

ORDER

The Employer's Request for Review of the Regional Director's Decision and Certification of Representative is denied as it presents no substantial issues warranting review.¹

¹ For the reasons stated in *Satellite Healthcare (Santa Rosa)*, 374 NLRB No. 25 (2026), we reject the Employer's contention that the Regional Director lacked the authority to continue processing this petition in the absence of a Board quorum.

In denying review, we do not rely on the Regional Director's analysis concerning the applicability of the Board's non-acquiescence policy. Instead, we rely on well-established precedent holding that the Board will not refer jurisdictional questions to the National Mediation Board (NMB) presenting factual claims similar to those where the NMB has previously declined jurisdiction. See e.g., *United Parcel Service*, 318 NLRB 778, 780 (1995), *enfd.* 92 F.3d 1221, 1228 (D.C. Cir. 1996); *ABM Onsite Services v. NLRB*, 849 F.3d 1137, 1139–1140 (D.C. Cir. 2017) (citing *United Parcel Service*, above). In *Swissport Cargo Services, LP*, 52 NMB 25 (2024), the NMB, for the reasons explained in that decision, discarded its longstanding "derivative carrier" test, at least with respect to contractors of air carriers, and instead concluded that the Railway Labor Act ("RLA") only applies to "air carriers," not their contractors. In *Swissport Cargo Services, LP*, 373 NLRB No. 144 (2024), we afforded the NMB's advisory opinion "the substantial deference" that the Board ordinarily accords to such opinions and asserted jurisdiction over that employer. As there is no argument that the Employer is an air carrier, it is clear that—consistent with its *Swissport* decision—the NMB would have declined jurisdiction here and it was therefore appropriate for the Regional Director to assert jurisdiction.

We note here that the Board in *Swissport* did not, as the Employer states, purport to "adopt" the NMB decision; rather, as stated above, the Board followed its longstanding practice of according the NMB's opinion substantial deference and, based on that deference, asserted jurisdiction.

For the reasons set forth in *Satellite Healthcare*, 374 NLRB No. 39 (2026), Members Murphy and Mayer reject the Employer's contention that the election must be set aside because of the Board's holding in *Amazon.com Services*, 373 NLRB No. 136 (2024), an unfair labor practice case. They did not participate in *Amazon* and express no view as to whether it was correctly decided.

DAVID M. PROUTY, MEMBER

JAMES R. MURPHY, MEMBER

SCOTT A. MAYER, MEMBER

Dated, Washington, D.C., February 24, 2026.