

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

HALE CONSTRUCTION, INC.,
Employer

and

Case 32-RC-366164

BRICKLAYERS, TILESETTERS AND
ALLIED CRAFT WORKERS,
LOCAL 3
Union

ORDER

The Employer's Request for Review is denied as it raises no substantial issues warranting review.¹

DAVID M. PROUTY,	MEMBER
JAMES R. MURPHY,	MEMBER
SCOTT A. MAYER,	MEMBER

Dated, Washington, D.C., February 26, 2026.

¹ In denying review, we note that the parties executed a stipulated election agreement, which the Regional Director approved, in which they specifically agreed that the Regional Director would decide the "manner," date(s), hours, and places for the election and that she would review and carefully consider the parties' positions on whether the election should be manual or mail-ballot (i.e., the manner of the election) before making that determination. Sec. 102.62(b) of the Board's Rules and Regulations—which governs stipulated election agreements—makes clear that the right to seek review is limited to post-election disputes. The Employer has provided no argument regarding why this agreement should not be enforced and there is no evidence that any of the bases for declining to enforce a stipulated election agreement are present here. See, e.g., *T&L Leasing*, 318 NLRB 324 (1995). Accordingly, we find that the Employer waived its right to object to a mail-ballot election by entering into the stipulated election agreement.