UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15

ENTERGY LOUISIANA, LLC

Employer

and

Case 15-RC-372529

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 2286

Petitioner

DECISION ON CHALLENGES, REVISED TALLY OF BALLOTS AND CERTIFICATION OF REPRESENTATIVE

For the reasons set forth in this decision, the determinative challenged ballots in this case are resolved, a Revised Tally of Ballots is issued, and the International Brotherhood of Electrical Workers Local 2286 ("Petitioner") is certified as the collective-bargaining representative of the employees in the petitioned-for unit.

Upon a petition filed on September 2, 2025, and pursuant to a Stipulated Election Agreement approved by the undersigned on September 10, 2025, an election was scheduled for October 7, 2025, to determine whether employees of Entergy Louisiana, LLC, ("Employer") in the following unit wished to be represented for the purposes of collective bargaining by Petitioner:

> All full-time and regular part-time employees employed as Production Technician I, Production Technician II, Production Technician III, Production Technician-CRO and Production Technician CRO-Sr; but excluding all other employees, managers, supervisors, and guards as defined under the Act.

The parties stipulated that those eligible to vote were employees in the above unit who were employed during the payroll period ending August 29, 2025, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

On October 1, 2025, the National Labor Relations Board experienced a lapse in appropriated funding, and the election was postponed indefinitely. After funding was restored, normal operations resumed on November 13, 2025; and on November 19, 2025, the Regional Director issued an Order Rescheduling the Election for December 9, 2025[1].

[1]Prior to the Order issuing, both parties mutually agreed to an election date of December 9, 2025.

The tally of ballots prepared on December 9, 2025, at the conclusion of the election shows that there were approximately 20 eligible voters in the unit, 0 ballots were void, 9 ballots were cast in favor of the Petitioner, 8 votes were cast against representation, and 3 challenged ballots, a number sufficient to affect the results of the election. The parties could not agree and reach a stipulated position on the determinative challenged ballots.

Pursuant to Section 102.69 of the National Labor Relations Board Rules and Regulations, Series 8, as amended, the undersigned caused an administrative investigation of the determinative challenged ballots. I have carefully considered the parties' positions and relevant evidence and hereby sustain the three challenged ballots. As such, the challenged ballots are no longer determinative to the election results, the undersigned certifies that the Petitioner is the collective-bargaining representative of the employees in the unit.

THE DETERMINATIVE CHALLENGED BALLOTS

In accordance with the Board's Rules and Regulations, an investigation into the eligibility of the challenged voters was conducted. The Board challenged three voters on the basis that they did not appear on the Voter List provided by the Employer: Brandt Guillotte, Kayden Lopez, and Christian David. Prior to the rescheduled election, the Employer informed the Region that, during the Board's lapse in appropriated funding, the Employer had hired three employees, who began work, on October 13, 2025, and thus those individuals needed to be included on the Voter List. The Employer took the position that given the extenuating circumstances, at the time of the rescheduled election those employees would have already been employed for 6 to 7 weeks and should thus be eligible to vote.

By letter dated December 18, 2025, the Regional Director issued a Notice to Show Cause instructing the parties to provide a statement of position with respect to the challenge of each voter listed above explaining why their ballots should be opened and counted or not opened and not counted. The submission due date was January 5, 2026.

The Employer submitted a position statement arguing all three determinative challenged ballots should be opened and counted. The Employer argues that prior to the filing of the petition, the Employer had already begun the process of hiring additional employees, and it provided a timeline to establish that offers had been extended to candidates on September 5, 2025. The timeline further showed those employees due to a planned plant outage[2], did not begin working until October 13, 2025. The Employer takes the position that the Board's lapse in appropriated funds, which caused the election to be rescheduled from October 7, 2025, to December 9, 2025, constituted extenuating and unprecedented circumstances. Based on these changed circumstances, the Employer asserts that the NLRB Casehandling Manual instructs the Regional Director to exercise discretion to change the original Stipulated Election Agreement's payroll eligibility date of August 29, 2025. The Employer argues rescheduling the election without changing the payroll

[2] This outage occurred from approximately September 16, 2025, to October 15, 2025.

eligibility date disenfranchised the three newly hired employees, and that the Regional Director's order rescheduling the election rendered the original Stipulated Election Agreement void.

The Employer submitted further evidence that, following the election, unit employees exchanged email communications in which several employees expressed their desire to open and count the three determinative challenged ballots.

Petitioner submitted a statement of position arguing the ballots were properly challenged and should not be opened or counted. Petitioner asserts that the Stipulated Election Agreement signed by both parties and approved by the Regional Director addressed the appropriate unit as "[E]mployees in the above unit who were employed during the payroll period **ending August 29, 2025**…." – emphasis in original. Petitioner further noted a provision in the agreement, "If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election." Petitioner also submitted the Regional Director's order rescheduling the election which stated, "All other terms set forth in the Stipulated Election Agreement signed by the parties and approved by the Region on September 10, 2025, remain in effect." Finally, Petitioner argues the rescheduled election does not change the eligibility conditions of the existing Stipulated Election Agreement. *Tekweld Solutions, Inc.* 361 NLRB 201 (2014).

Petitioner had offered that it could stipulate to the eligibility of the three newly hired employees if the Employer allowed Union officials to meet with the petitioned for bargaining unit prior to the election, at the facility, on company time. There was no agreement regarding this offer.

DISCUSSION AND ANALYSIS

The Stipulated Election Agreement sets forth that those eligible to vote are employees who were employed during the payroll period ending August 29, 2025, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off. Additionally, the Stipulated Election Agreement provided that "[i]f the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election."

The Employer does not dispute that all three determinative challenged ballots belonged to employees who did not receive offers of employment until September 5, 2025, and who did not start working until October 13, 2025; both dates after the agreed upon eligibility date. However, the Employer takes the position that the government shutdown which caused the original October 7, 2025, election date to be rescheduled to December 9, 2025, constituted extenuating circumstances, and thus the three ballots should be opened and counted.

The Board's Casehandling Manual provides that for an initial election like this one, the eligibility date should normally "be the last [payroll] period ending before the Regional Director's approval of the agreement." *See NLRB Casehandling Manual (Part Two) Representation Proceedings (Casehandling Manual) Sec. 11086.3.* It further states that in rescheduled elections, an employer generally "will not be required to furnish a second list of names and addresses" absent

unusual circumstances. *Id*. Sec. 11312.1(i). The Casehandling Manual contains no indication that the Region should, of its own accord, change the stipulated eligibility date where the initial election has been delayed due to a lapse in the Board's appropriated funds. Furthermore, the Employer advanced no cases where the Board or courts have held a Regional Director abused their discretion by adhering to the Stipulated Election Agreement where the initial election had been delayed.

On November 19, 2025, the Regional Director issued an order rescheduling the election declaring, "**IT IS HEREBY ORDERED** that the election previously scheduled for Tuesday, October 7, 2025, is rescheduled to Tuesday, December 9, 2025. All other terms set forth in the Stipulated Election Agreement signed by the parties and approved by the Region on September 10, 2025, remain in effect." – emphasis in original. The Board has long treated such election agreements as contracts, binding on the parties that executed them. *T & L Leasing*, 318 NLRB 324, 325 (1995). Absent a showing of special circumstances, the agreement will be enforced so long as the terms are clear and unambiguous, and it does not run afoul of settled Board policy or specific statutory exclusions. *Id*.

Prior Board rulings have not found a two-month delay between the eligibility date and the election to be the kind of passage of time that reasonably warrants updating the eligibility list. *See Tekweld Solutions, Inc.*, 361 NLRB 201, 202 (2014).[3]. Furthermore, other intervening events which the Board has found warranted updating the eligibility list are not present in this proceeding. Specifically, there was no conduct by the parties which led to the election's delay. *See Interlake Steamship Co.*, 178 NLRB 128 (1969); *Hartz Mountain Corporation*, 260 NLRB 323 (1982).[4] The only cause of the election's delay was the Board's lapse in appropriated funds.

The Employer cites cases that are factually distinct from the present case and cases which involve much longer delays than the two months between the original stipulated election date and rescheduled election date in this case. The Regional Director does not abuse its discretion by adhering to the parties' Stipulated Election Agreement, even in the event of an election delay. *See NLRB Casehandling Manual (Part Two) Representation Proceedings (Casehandling Manual) Sec. 11086.3. See Jam Prods., Ltd. v. Nat'l Lab. Rel.s Bd.*, 893 F.3d 1037, 1047 (7th Cir. 2018) (noting the Regional Director did not abuse their discretion in refusing to move the eligibility date, as set in the stipulation agreement, even though there was a seven-month delay in holding the election attributable to the union's unfair labor practice charge against the employer.)

Given the clear and unambiguous cutoff date of August 29, 2025, I find it is not an abuse of my discretion to adhere to the eligibility date in the original Stipulated Election Agreement. The rescheduled election occurred only two months after the original stipulated election date. I find

[3] Id. at 202 (Noting the Board found the Regional Director did not abuse their discretion in refusing to move a stipulated eligibility date for employees permitted to vote in a representation election when eight months elapsed between the eligibility date and the election).

[4] The election ordered in *Interlake Steamship* was a rerun of a runoff election (which had been set aside because of the employer's objectionable conduct), and the Board reasonably rejected the employer's unpersuasive contention that the rerun of the runoff election should use the original eligibility date simply because the original runoff election had used that date. *Id*. *Hartz Mountain* also involved a second election, where the initial election was nullified because the union that had prevailed subsequently disclaimed interest in representing the unit.)

that opening and counting the three new hires' determinative challenged ballots would give the Employer, the party with hiring power, too strong a position to effect changes to the electorate. The purpose of utilizing a stipulated eligibility date is to minimize such risk and balance countervailing factors which protect the overall process and sometimes outweigh the value of enfranchising each and every employee. *Tekweld Solutions, Inc.* 361 NLRB 201, 202 (2014).

Accordingly, I find that all three voters are ineligible to vote as they were not hired and working on August 29, 2025, as set forth in the Stipulated Election Agreement. The Board's challenges are hereby sustained, and their ballots should not be counted.

Therefore, the Region hereby issues the following Revised Tally of Ballots:

The results of the election are as follows:

Approximate number of eligible voters	17
Number of Void ballots	0
Number of Votes cast for Petitioner	9
Number of Votes cast against participating labor organizations	8
Number of Valid votes counted	17
Number of challenged ballots	0
Number of Valid votes counted plus challenged ballots	17

A majority of the valid votes counted has been cast for Petitioner.

CONCLUSION

Based on the foregoing, I am sustaining the Board's challenges to the three determinative challenged ballots and hereby issue the following Certification of Representative based on the Revised Tally of Ballots above.

CERTIFICATION OF REPRESENTATIVE

IT IS CERTIFIED that a majority of the valid votes counted has been cast for the Petitioner and that the Petitioner is the exclusive representative of the employees in the bargaining unit described below:

Included: All full-time and regular part-time employees employed as Production Technician I, Production Technician II, Production Technician III, Production Technician-CRO and Production Technician CRO-Sr.

Excluded: All other employees, managers, supervisors, and guards as defined under the Act.

RIGHT TO REQUEST REVIEW

Pursuant to 102.69(c)(2) of the Board's Rules and regulations, any party may file with the Board in Washington, DC, a request for review of this decision. The request for review must conform to the requirements of Sections 102.67(e) and (i)(1) of the Board's Rules and must be received by the Board in Washington by March 12, 2026. If no request for review is filed, the decision is final and shall have the same effect as if issues by the Board.

A request for review may be E-Filed through the Aency's website but 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.

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.

Dated at New Orleans, Louisiana, this 26th day of February 2026.

/s/ M. Kathleen McKinney

M. KATHLEEN MCKINNEY
Regional Director
National Labor Relations Board
Region 15
600 South Maestri Place – 7th Floor
New Orleans, LA 70130-3413

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 2286

Petitioner

TYPE OF ELECTION: STIPULATED

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for

International Brotherhood of Electrical Workers Local 2286

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Unit:
Included: All full-time and regular part-time employees employed as Production Technician I, Production Technician II, Production Technician III, Production Technician-CRO and Production Technician CRO-Sr.

Excluded: All other employees, managers, supervisors, and guards as defined under the Act.

February 26, 2026

/s/ *M. Kathleen McKinney*
M. Kathleen McKinney
Regional Director, Region 15
National Labor Relations Board

Attachment: Notice of Bargaining Obligation

NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, **as long as** the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,[1] an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

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[1] Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.